

DISSEMINATOR CONTRACT

This Disseminator Contract (this "Contract") is made by and between the STATE OF OREGON, acting by and through its Department of Transportation, Driver and Motor Vehicle Services Division (the "State"), and LexisNexis Risk Solutions Inc., (the "Disseminator").

Recitals:

A. WHEREAS, the State maintains certain information in its capacity as custodian of motor vehicle records.

B. WHEREAS, the Disseminator is in the business of disseminating such information to third persons and desires to obtain such information from the State.

C. WHEREAS, the State is willing to provide such information to the Disseminator, but only in accordance with the terms and conditions of this Contract.

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. As used in this Contract, the terms set forth below shall have the following meanings:
 - 1.1 "Act" means Chapter 678, Oregon Laws 1997 as codified in ORS 802.175 to 802.191.
 - 1.2 "Confidential Information" shall have the same meaning set forth in Section 3.6.
 - 1.3 "Individual Record Inquiry" means a record containing personal information about an inquiry intended to isolate a specific individual or vehicle.
 - 1.4 "In Bulk" means multiple records.
 - 1.5 "Motor Vehicle Record" means any record that pertains to a grant of driving privileges, an identification card issued by the Department of Transportation, a vehicle title or a vehicle registration. "Motor Vehicle Record" does not mean a record pertaining to a manufactured structure.
 - 1.6 "Person" means an individual, an organization or an entity, but does not include the State of Oregon or any agency thereof.

- 1.7 "Personal Information" means the following information from a Motor Vehicle Record about an individual: (a) driver license, driver permit or identification card number; (b) name; (c) address (excluding five-digit zip code); or (d) telephone number.
- 1.8 "Subscriber" means a Person who has an agreement with the Disseminator to receive the Disseminator's service regularly on order.
- 1.9 "Breach of security" is defined in ORS 646A.602(1)(a) and means unauthorized acquisition of computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by disseminator. For purposes of this definition, "personal information" means an individual's first name or first initial and last name in combination with the individual's driver license, driver permit or identification card number.

2. Eligibility to Receive Personal Information. In order to be eligible to receive Personal Information from the State, the Disseminator understands that it must be in the business of disseminating Personal Information.

Disseminator hereby represents and warrants to the State that the Disseminator is in the business of disseminating Personal Information. Disseminator agrees that the State may undertake all reasonable actions to ascertain that Disseminator is in such a business. Disseminator further represents and warrants to the State that the Disseminator has the power and authority to enter into and perform this Contract and this Contract, when executed and delivered, shall be a valid and binding obligation of the Disseminator enforceable in accordance with its terms.

3. Conditions to Release of Personal Information. In order to be eligible to receive any Personal Information from the State, the Disseminator shall comply with each of the following provisions:

3.1 Performance Bond. Disseminator shall file a fully executed performance bond with the State in the amount of \$25,000. Such bond must be issued by a recognized and licensed surety company authorized to do business in the State of Oregon, and must remain in force at least throughout the duration of the contract. The State's election to proceed against the bond shall in no way limit or waive any other remedies available to the State under this Contract or under the Act.

3.2 Extent of Dissemination. The Disseminator shall not reproduce or distribute or disseminate the Personal Information in Bulk, but only in response to an Individual Record Inquiry.

3.3 Compliance with Act. The Disseminator may resell or redisclose Personal Information only in compliance with ORS 802.181 and only to Persons or

government agencies authorized by the State to receive it. Without limitation of the meaning of the foregoing sentence:

- (i) The Disseminator may resell or redisclose Personal Information only to a Person or government agency authorized to receive such information under ORS 802.179, and to no other Person or government agency, and only for purposes authorized under ORS 802.179. For purposes of ORS 802.179 and OAR 735-010-0240, a Person or government agency is authorized by the State to receive Personal Information if the Person or government agency has provided to the Disseminator: information that verifies the identity of the Person or government agency; proof sufficient to establish the Person or government agency is qualified to obtain Personal Information under ORS 802.179; and a certification that the Person or government agency will use the Personal Information only for those purposes allowed under ORS 802.179.
- (ii) The Disseminator shall not provide, resell, redisclose, or disseminate Personal Information to a Person who is in the business of disseminating such information.
- (iii) If the Disseminator or State determines that the Disseminator has provided Personal Information to a Person or Government Agency who does not qualify to receive the Personal Information or who misuses the Personal Information the Disseminator shall immediately cease providing, reselling, redisclosing or disseminating Personal Information to that Person or government agency when the Disseminator makes the determination or is notified in writing by the State to take such an action
- (iv) In the event the Act requires that the individual with respect to whom the Personal Information relates consent to disclosure of the Personal Information, the Disseminator shall obtain such individual's written and notarized consent before disclosing such Personal Information. The Disseminator shall maintain records of such written consent for a period of five years from receipt and provide it to the State on request.

3.4 Written Records. The Disseminator shall maintain a record for a period of five years from the date of providing, reselling or redisclosing each item of Personal Information, which record shall (a) contain the Personal Information disclosed, the name and address of the Person to whom the information was disclosed, the permitted purpose for which the Person received the Information, and the date of the disclosure, and (b) be provided to the State by the Disseminator on request. Records shall be provided in an electronic format that allows search and query capabilities. Failure to maintain such records shall constitute a breach of this Contract.

3.5 Dissemination to Persons Who Are Not Subscribers. The Disseminator shall delay for a period of at least two days the disclosure of Personal Information to a Person who is not a Subscriber. The Disseminator shall establish written procedures which shall ensure that the Disseminator will delay for a period of at least two days the disclosure of Personal Information to a Person who is not a Subscriber. The Disseminator shall provide such written procedures to the State upon request.

3.6 Confidentiality. Disseminator agrees that any Personal Information provided to Disseminator under this Contract or its employees or agents in the performance of this Contract shall be deemed to be "Confidential Information" of the State. Disseminator agrees to hold Confidential Information in strict confidence and not to copy, disclose, reproduce, sell, transfer, or otherwise dispose of, or give such information to third parties or to use such information for any purpose whatsoever other than as expressly allowed under this Contract and the Act. Disseminator agrees to advise each of its employees and agents of their obligations to hold such information in confidence as set forth in this section.

It is permissible for Disseminators to use a courier service to electronically and/or physically transport DMV data on their behalf as long as the courier acts strictly as a pass through and does not access, reformat, modify, store, or maintain Oregon DMV information on behalf of the Disseminator. You, as the Disseminator, are responsible for any Oregon DMV data you obtain and ensure the information is properly disseminated.

Disseminator shall use its best efforts to assist the State in identifying and preventing any unauthorized use or disclosure of Confidential Information. Without limiting the foregoing, Disseminator shall advise the State promptly in the event Disseminator learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract or the Act and Disseminator will cooperate with State in seeking injunctive or other equitable relief against any such person.

4. Consideration. The Disseminator shall pay to the State such fees as the State may establish in accordance with the law. The State may require that such payment be in a form that it deems reasonable and reliable and may make all reasonable inquiries and establish all reasonable conditions to ensure that full payment is actually received by the State.

5. Conditions to Disclosure of Personal Information. Before disclosing any Personal Information, the Disseminator shall comply with each of the following provisions:

5.1 Prerequisites.

The Disseminator shall maintain records showing compliance with Section 3.3(i) for a period of not less than five years from the latest date the Disseminator disclosed Personal Information to the Person and shall provide such record to the State upon request.

5.2 Written Procedures. The Disseminator shall establish written procedures which shall describe the process the Disseminator uses to meet the prerequisites in 3.3(i) of this Contract. The Disseminator shall provide such written procedures to the State upon request.

6. Covenant Not to Disclose in Violation of Act. By the Disseminator's signature below, the Disseminator agrees that the Disseminator shall not use, resell, redisclose, publish, or disseminate any Personal Information in any manner that is contrary to or in violation of the Act or this Contract. Without limitation of the meaning of the foregoing sentence, the Disseminator shall not resell or redisclose any Personal Information to any Person who is not expressly entitled to such information under the Act or this Contract or for a purpose not expressly allowed under the Act.

6.1 Breach of Security. If the Disseminator is subject to a breach of security, the disseminator shall notify the state promptly upon learning of the breach. Disseminator is responsible for complying with all provisions of the Oregon Consumer Identity Theft Protection Act, including any required notification under ORS 646A.604.

7. Indemnity. Disseminator acknowledges and agrees the State shall have no liability in connection with the provision of Personal Information to the Disseminator. The Disseminator shall defend, save, hold harmless, and indemnify the State and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any nature whatsoever arising out of or related to the use, dissemination, reselling, redisclosure, publication, or transmission of Personal Information.

8. Insurance. Disseminator shall obtain, at Disseminator's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury and advertising coverage; contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. Combined single limit per occurrence shall not be less than \$500,000, or the equivalent. Each annual aggregate limit shall not be less than \$500,000, when applicable.

8.1 Additional Insured. For insurance required under this Contract, Disseminator shall include the State of Oregon, Department of Transportation and

its divisions, officers and employees as Additional Insureds but only with respect to Disseminator's activities under this Contract.

8.2 Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Disseminator or its insurer(s) to the State.

9. No Representations or Warranties. The State and its officers, employees, or agents make no representations or warranties to the Disseminator as to the accuracy or completeness of any of the Personal Information. The Disseminator accepts the Personal Information "AS IS" with all faults. The State shall have no liability to the Disseminator resulting from or relating to any flaw, incompleteness, or inaccuracy in the Personal Information.

9.A Disseminator acknowledges and agrees that Disseminator is prohibited from providing, asserting, or making any representations or warranties, express or implied, about the accuracy or completeness of the Personal Information.

10. Remedies. In the event the Contract terminates or expires or the Disseminator breaches any term or condition of this Contract or violates the Act, the State shall have all remedies available to it at law, in equity, and under this Contract. Without limiting the quality of the meaning of the foregoing sentence, in the event the Disseminator breaches any term or condition of this Contract or violates the Act, the State, upon notice of breach to the issuer of the bond required under this Contract, may proceed against all of the bond proceeds. The parties understand and agree that such proceeds are only a partial remedy for any breach of this Contract and that the bond proceeds or other money damages are an insufficient remedy for any breach of this Contract by the Disseminator and that the State accordingly shall be entitled to specific performance and/or injunctive relief as remedies for any breach by the Disseminator. In addition, without limitation of the availability of any remedy, in the event the Disseminator breaches any term or condition of this Contract, the Disseminator shall deliver to the State all Personal Information (including any copies thereof) immediately upon request, and the State shall have no obligation whatsoever to thereafter provide Personal Information to the Disseminator. Any one remedy shall not be deemed to be exclusive but shall be in addition to all other remedies available to the State under this Contract. Remedies may be pursued singly, collectively, successively, or in any order whatsoever.

11. Damages and Relief. In addition to the remedies available to the State under this Contract, the Disseminator understands that any Person aggrieved by a violation of 802.175 to 802.187, a district attorney, or the Attorney General may bring and maintain an action or obtain appropriate relief as set forth in ORS 802.191.

12. General Provisions.

12.1 Term; Termination. The term of this Contract shall be one year. Any extension of this Contract shall require an additional bond pursuant to Section 3.1. This Contract may be terminated immediately by the State, without penalty or liability, in the event federal or state laws, regulations, or guidelines are interpreted or modified in such a way that the provision of the Personal Information by the State is deemed to be unlawful or to subject the State or the Disseminator to penalties of any kind. This Contract may be terminated immediately by the State in the event the Disseminator commits any breach or default of any term or condition of this Contract or violates the Act, which includes allowing the surety bond or liability insurance to expire during the period of time the contract is in effect. Such termination shall not extinguish or prejudice the State's right to enforce this Contract or pursue remedies hereunder. In addition, the State may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to the Disseminator.

12.1A Duties Upon Termination or Expiration. Except for the records Contractor is required to retain under ORS 802.181(6), upon termination or expiration of this Contract, Disseminator shall cease disclosing, reproducing, distributing, reselling, redisclosing or using the Personal Information in its possession or control to the extent such actions are commercially reasonable. Commercially reasonable means that Disseminator shall delete or destroy all copies of such Personal Information in whatever form and in whatever format stored that has not been combined with other data. Disseminator shall certify in writing by an officer, director or other authorized representative of Disseminator that Disseminator has complied with this section, within 5 days from the effective date of termination or expiration of this Contract.

12.2 Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

12.3 Counterparts. This Contract may be executed in counterparts, all of which taken together shall constitute an agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

12.4 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the State and the Disseminator that arises out of or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of

Oregon. DISSEMINATOR, BY EXECUTION OF THIS CONTRACT, CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

12.5 Entire Agreement. This Contract and attached Exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract, except for requirements under the Act.

12.6 Amendment. No amendment, or modification of or to this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals, if applicable, have been obtained. Such amendment, or modification, if made, shall be effective only in the specific instance and for the specific purpose given.

12.7 Assignment. The Disseminator shall not assign, sublicense, lease, encumber or otherwise transfer or attempt to transfer any of its rights, obligation or interests under this contract. The provisions of this Contract shall be binding upon the parties hereto, and their respective successors.

12.8 Certain Public Laws. The individual signing on behalf of the Disseminator swears under penalty of perjury that the Disseminator is not in violation of any Oregon tax laws, including those set forth in OAR 150-305.385(6)-(B). If the Disseminator employs anyone else to perform the requirements of this Contract, the Disseminator shall comply with the Oregon Workers Compensation Act.

12.9 Waiver. The failure of the State to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance shall not constitute a waiver by the State of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance.

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the date it is signed by all parties.

The Disseminator:

By: 

Date: December 2, 2025

Title: CEO Insurance Data Solutions

Street Address: 1000 Alderman Drive

Alpharetta, GA 30005

The State:

STATE OF OREGON, acting by and through its
Department of Transportation, Driver and Motor
Vehicle Services Branch

By: Robert Coy Deming

Date: 12-2-25

Title: Records Section manager