

COLORADO DRIVER RECORD INFORMATION AGREEMENT

In order to access Colorado driver record information, the undersigned agrees as follows:

1. *Affidavit of Intended Use.* Prior to accessing Colorado driver record information, the undersigned must complete and return to Argus Search Inc. (“Sub-Vendor”) and its affiliates an “Affidavit of Intended Use” on a form prescribed by the State.
2. *Use of Information.* All information shall be requested only for this undersigned’s exclusive use. The undersigned shall not sell, assign, or otherwise transfer any information or portions of information obtained pursuant to this Agreement to any third party. Under no circumstances shall the undersigned use or permit others to use any information provided by the State for direct mail advertising or any other type or types of mail, mailings or solicitations. Driver record information supplied by the State shall not be used to create or update a file to be used by the undersigned to develop its own source of driver record information. Driver record information shall not be retained, stored, combined, and/or linked in with any other data on any database by the undersigned for any reason.
Insurance clients who obtain CO records for the purpose of underwriting insurance are permitted to retain the CO records only for as long as is necessary to conduct insurance business. Employers may retain the information only in the employee’s employment history file.
3. *Security.* The undersigned shall at all times maintain safeguards and procedures to ensure the security and protection of information furnished by the State and shall take all necessary steps to prevent the divulgence or use of such information in any form or manner not expressly permitted by this Agreement. Minimum security measures shall include controlling access to data storage and production areas, secure destruction of data and documents and other reasonable security measures determined to be necessary at the sole discretion of the State. Storage arrangements shall be subject to inspection or audit by the State or Total Information Services, Inc. d/b/a DAC Services (“DAC”).
4. *Internet Prohibition.* The undersigned agrees not to disseminate or publish on the Internet any information contained within driver records obtained from the Sub-Vendor.
5. *Damages.* In the event that the undersigned fails to comply with any requirement in this Agreement, DAC may immediately terminate such undersigned’s access to information. The undersigned shall indemnify and hold harmless DAC and its affiliates from any claims, losses or damages arising as a result of such failure to comply with this Agreement. In addition, in the event that the undersigned fails to comply with any requirement in this Agreement, the State may seek such other damages as the State might elect to pursue.
6. *Audits.* The undersigned acknowledges and agrees that the State, or an independent auditor selected by the State, or a representative of DAC may audit the undersigned’s performance under this Agreement. The undersigned agrees to cooperate fully with the auditors.

7. *Compliance with Law.* The undersigned agrees to comply with all federal and state laws and regulations (including but not limited to C.R.S. 42-2-121, 42-1-206 and 24-72-204(7), and the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq.), local ordinances and State policies applicable to its work and shall procure, at its own expense, all licenses and all permits necessary for the fulfillment of its obligations.

8. *Choice of Law.* The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any actions between the parties for claims concerning this agreement shall be in the City and County of Denver, Colorado.

Argus Search, Inc

 Company Name

 Company Name

/s/ Jeannene A Kurtz

 Signature

 Signature

Jeannene A Kurtz, President/CEO

 Print Name & Title

 Print Name & Title

4/28/06

 Date

 Date