

Subscription Agreement (Sub-Vendor) – Terms and Conditions

This subscription agreement for Motor Vehicle Reports and other records (“ the Agreement”) is entered into as of _____, 2006 (the “Effective Date”) by and between ISO Claims Services, Inc., a Delaware corporation, through its Insurance Information Exchange unit (“iiX”) with offices at 3011 Earl Rudder Freeway South College Station TX 77845 and _____, a _____(state) corporation (“Customer”) with offices at _____.

1. USE. The MVRs, products and services provided by iiX may be disseminated by Customer, subject to the restrictions in this Agreement, to insurance companies, insurance agents and other companies for use as a factor in establishing a consumer’s eligibility for new or continued insurance or employment purposes (“End User”). Customer must take all steps necessary to ensure that the End User uses the MVRs in compliance with this Agreement and that the End User does not resell or otherwise provide or transfer MVRs in whole or in part to any other person or entity. Failure of Customer (and/or End User) to comply in all respects with the requirements of this Section 1 is a material breach of this agreement. In such event, iiX may immediately terminate this Agreement and the delivery of any MVRs, services or other products to Customer (and/or End User) without notice or delay.

2. END USER AGREEMENT. Customer shall communicate directly with End User and shall provide iiX an End User Agreement executed by End User as well as all applicable Specific State Forms. The End User Agreement shall contain all of the requested information and the restrictions and obligations contained in the attached “End User Agreement”. iiX reserves the right to reject an End User Agreement that, in iiX’s opinion, is not substantially similar to the attached “End User Agreement.” iiX shall not use the End User Agreement or the information contained therein to directly solicit or market to End Users products or services the same as or substantially similar to those provided to such End User by Customer.

3. RESTRICTIONS.

3.1 Compliance with Laws. Customer certifies that it shall order, receive, disseminate and otherwise use the Information Reports in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act (“FCRA”) and its state equivalents, the Driver’s Privacy Protection Act 18 U.S.C. §2721 et seq., (“DPPA”) and its state equivalents, the Gramm-Leach-Bliley Act (“GLB”) and its state equivalents, and including any changes, supplements or amendments to such statutes, rules, codes and regulations as well as any case law interpreting such statutes, rules, codes and regulations (collectively referred to herein as “The Laws”). Customer shall be responsible for understanding and for staying current with all of The Laws.

3.2 Use of the Internet. Customer will not disseminate, or permit End Users to disseminate, any MVRs over the Internet. Internet dissemination includes public e-mail, World Wide Web access, ftp and all other mechanisms where data is transmitted across the Internet.

3.3 Specific State Forms. Customer shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as “Specific State Forms”) from which it will order MVRs. Customer certifies that it has filed all applicable Specific State Forms required by individual states. Customer further certifies that the End Users have obtained and filed all applicable Specific State Forms. If Customer orders MVRs from a state requiring a Specific State Form, Customer agrees that a copy of the appropriate Specific State Form shall be signed by Customer and an additional form by the End User, and returned to iiX. Customer’s access to MVRs from states not allowing sub-vendors will be restricted. If additional states restrict access to sub-vendors, iiX will immediately restrict Customer’s access to these states.

3.4 Archiving. Customer shall not use MVR data supplied by iiX to directly or indirectly compile, store, maintain the MVRs to develop its own source or database of MVRs.

3.5 Interpretation. In the event that Customer and iiX disagree with the intent, effect, necessity to comply with or the interpretation and/or compliance requirement of any of The Laws or Specific State Forms, Customer shall conform to iiX’s interpretation.

Failure of Customer or End User to fully comply with the requirements of all of Section 3 shall be a material breach of this Agreement and shall permit iiX to immediately terminate this Agreement and the delivery of any MVRs, services or other products to Customer without notice or delay.

4. WARRANTY AND INDEMNIFICATION. Customer hereby represents and warrants that any data, content or other materials provided by Customer to iiX are in compliance with all applicable laws and will not, when used by iiX, defame any person or infringe the trademarks, service marks, copyrights or other intellectual property rights of any third party. Customer agrees to indemnify and hold harmless iiX, its affiliated companies and their officers, directors, employees and shareholders from any and all damages, costs, judgments and expenses (including reasonable attorney’s fees) as well as any and all fines, interest, penalties or any other liabilities: (i) incurred by iiX, (ii) imposed by local, state or federal authorities or (iii) claimed by any third party which result from or arise out of Customer’s or End User’s failure to fully comply with the provisions of Section 3 or the use by Customer or End User of the MVRs, products and services which are provided hereunder.

5. TERMINATION. This Agreement may be terminated by Customer at any time.. Customer agrees, however, to pay for all requests received. Except as provided in Sections 1 and 3, iiX may terminate this Agreement or amend this service by providing ten (10) days prior notice to Customer. iiX may amend this Agreement or terminate without notice if the availability of an MVR to iiX changes for any reason during the term of this Agreement.

6. DISCLAIMERS.

CUSTOMER UNDERSTANDS AND AGREES THAT THE FOLLOWING LIMITATIONS ARE AN ESSENTIAL PART OF THE CONSIDERATION TO iiX FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS ARE SPECIFICALLY DESIGNED AND AGREED TO BY THE PARTIES TO ALLOCATE AND LIMIT RISKS BETWEEN THE PARTIES IN LIGHT OF THE PRICES CHARGED AND THE OTHER BUSINESS TERMS OF THIS AGREEMENT.

iiX PREPARES THE MVRS AND PRODUCTS PROVIDED UNDER THIS SERVICE FROM INFORMATION SUPPLIED BY VARIOUS STATE AGENCIES AND OTHER SERVICE BUREAUS. ALTHOUGH EVERY REASONABLE EFFORT IS MADE TO ENSURE THE ACCURACY OF THE DATA, THE MVRS AND OTHER PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND NEITHER iiX NOR ITS SERVICE BUREAUS IN ANY WAY WARRANTS OR ASSUMES ANY LIABILITY FOR THE ACCURACY, TIMELINESS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR COMPLETENESS OF ANY MVR OR PRODUCT PROVIDED UNDER THIS AGREEMENT.

AT THE DISCRETION OF THE CUSTOMER, WHERE PERMITTED, MOTOR VEHICLE REPORTS MAY BE SUPPLIED FROM DATABASE OR HISTORY FILES OF OTHER SERVICE BUREAUS. THESE DATABASE REPORTS MAY NOT CONTAIN THE SAME DATA AS A CURRENT STATE REPORT. THE REPORT WILL BE NOTED AS A DATABASE REPORT AND WILL SHOW THE ORIGINAL REPORT DATE.

NEITHER iiX NOR ITS SERVICE BUREAUS ASSUMES RESPONSIBILITY FOR CHARGES INCURRED, LOST REVENUE, NOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT IN LIMITATION, ERRORS IN CUSTOMER INPUT, DUPLICATE REQUESTS, ERRORS IN TRANSMISSION, PROGRAM OR EQUIPMENT FAILURES, COMMUNICATION PROBLEMS, PROCESS DELAYS, OR SCHEDULE CHANGES. IN NO EVENT SHALL iiX's OR THE SERVICE BUREAU's LIABILITY EXCEED THE CHARGES ACTUALLY PAID TO iiX BY CUSTOMER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING ANY SUCH CLAIM.

7. AUDIT. Beginning on the date of this Agreement, Customer shall maintain all records related to its order, purchase and use of each MVR for a period of five (5) years from the date each MVR is ordered. The information retained and reports pursuant to this Section shall include, but not be limited to, the: request date, requested individual, requestor, and permissible purpose for each MVR, a signed release from the prospective or current employee each time a request is made for employment purposes and any other information sufficient to verify that the ordering and use of the MVR complies with the terms of this Agreement (collectively the "Reports"). The Reports shall be made immediately available to iiX for review and copying upon iiX's request or to any governmental authority upon request.

8. INDEPENDENT CONTRACTORS. The relationship of the parties shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, agency or other similar relationship. Neither party shall have the right or authority to create, assume or imply any obligation or responsibility on behalf or in the name of the other party or bind the other party in any manner.

9. NOTICES. Audit notices sent to either party shall be effective when delivered in person, one day after being sent by overnight courier, or five (5) days after being sent by certified mail postage prepaid to the address set forth above for such party, or to such other address as the party, to which such notice is being sent, may from time to time have specified in an earlier notice to the party sending such notice. In addition, audit notices to Customer sent by facsimile or email to the Customer's email address identified in this Agreement shall be effective when sent. Customer shall notify iiX of any changes in Customer's email address.

10. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of New York. The state or federal courts of the State of New York shall have exclusive jurisdiction over any claims arising out of or in any way related to this Agreement.

11. FORCE MAJEURE. Except for payment obligation, neither party shall be liable for any failure or delay in performance directly or indirectly caused by acts or omissions beyond the reasonable control of the party required to perform. In the event that a party is asserting force majeure as its reason for failing to perform timely, such party shall immediately notify the other party of the situation and shall use every reasonable effort to remove the condition of force majeure and begin performance.

12. MISCELLANEOUS. This document and any amendments as well as the Exhibits referenced herein and all documents referred to in said Exhibits constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only in a writing signed by both parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

13. SEVERABILITY. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such invalid provision had not been contained herein.

14. SURVIVAL. The provisions of Sections 2, 3, 6, 10 & 11 of this Agreement shall survive the expiration, cancellation, termination or non-renewal of this Agreement.

15. COUNTERPARTS. This agreement may be executed in two or more counterparts, each of which shall take effect as an original and all of which together shall evidence one agreement.

16. ASSIGNMENT. Customer may not assign or subcontract this Agreement without the prior written permission of iiX and any such assignment or delegation, either full or partial, to any third party is void and of no effect. A merger, consolidation, reorganization or other change of control shall be considered an assignment for the purposes of this Agreement. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

IN WITNESS HEREOF THE PARTIES CERTIFY THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS DESCRIBED IN THIS SUBSCRIPTION AGREEMENT, SPECIFIC STATE FORMS.

Signature: _____ **Date:** _____
Owner or Officer

Name (Printed): _____ **Title:** _____