Subscriber Acknowledgement – Washington (Auto Insurance)

This Subscriber Acknowledgment is being executed in connection with the execution of the Master Agreement for Consumer Reporting and Ancillary Services between _____ (**"Subscriber"**) and Datalink Services, Inc. (**"Datalink"**) dated _____ (the **"Agreement"**). The terms and conditions contained in this Subscriber Acknowledgement are in addition to those terms and conditions found in the Agreement.

1. Subscriber hereby certifies that:

    A. It is an insurance carrier, or insurance agent, that:
        i.   has motor vehicle insurance in effect covering the employer or prospective employer;
        ii.   has motor vehicle insurance in effect covering the named individuals;
        iii. it is the insurance carrier, or insurance agent, to which the named individual has applied for motor vehicle insurance; or
        iv.   it is the insurance carrier, or insurance agent, to which the employer or prospective employer has applied for motor vehicle insurance.

    B. Datalink is obtaining Services at the request of Subscriber.

    C. That abstracts of driver records shall be used exclusively for motor vehicle insurance underwriting purposes only, and that no other information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party.

    D. That the information contained in the abstracts of driver records obtained from the Department shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130.

2. Subscriber, at the request of the Department (as defined below) whether directly, or through Datalink, must provide access to all Washington records, including request logs, retained in connection with the Agreement for including, but not limited to, its access, review, inspection, and right to copy. Such records must be retained for a period of at least five (5) years. Such records must be made available for inspection and review in a non-redacted form regardless of any claim of privilege or confidentiality. Further, the Department may request copies at no cost to the Department.

3. Subscriber shall not transfer Services and Services Information outside of the United States.

4. In the event of a breach of Subscriber's security obligations identified herein, Subscriber must notify the Department by telephone ((360) 902-0111) and email (hlbhelp@dol.wa.gov)) of such an event within twenty-four (24) hours of discovery.

5. For all Washington Services Subscriber shall:

    a. Protect the confidentiality, integrity, and availability with administrative, technical, and physical measures that meet general industry standards and best practices (e.g., ISO 27002, PCI DSS, NIST 800 series);
    b. Have network security that includes network firewall provisioning, intrusion detection, quarterly vulnerability assessments, and annual penetration testing;
    c. Restrict access by requiring a login using a unique user ID and complex password or other authentication mechanism which provides equal or greater security;
    d. Change passwords on a periodic basis at least quarterly; and
    e. Refrain from sharing user ID and passwords.

6. Subscriber agrees to, and shall, indemnify and hold harmless the State of Washington, Department of Licensing (the "Department"), the Director of the Department and all Department employees from any and all suits at law or equity, and from any and all claims, demands or loss of any nature, including but not limited to all costs and attorney's fees, arising from any incorrect or improper disclosure of individual names or addresses under this "Acknowledgement;" any defects in any of Subscriber's procedures followed or omitted or arising from the failure of Subscriber or its officers, employees, customers, contractors or agents to fulfill any of its obligations under this Acknowledgement; or arising in any manner from any negligent act or omission by Subscriber or its officers, employees, customers, contractors or agents.

Acknowledged:

_____
 Subscriber Name (Company Name)

By: _____
Subscriber Representative (Signature)

_____
Name and Title of Signer (please print)