



The Texas Department of Transportation, Vehicle Titles and Registration Division (TxDOT), allows Individuals or Companies to establish a motor vehicle inquiry account that allows for remote electronic access, through the Internet via a secure website, to motor vehicle title and registration (VTR) records under certain conditions. **QuickView Technologies, Inc. (QVTI)** has entered into a service agreement contract with the Department, in accordance with the provisions of Transportation Code, Section 502.008 and the federal Driver's Privacy Protection Act (18 U.S.C. §2721) which governs the release and use of personal data contained in the VTR database, and provides for civil and criminal penalties for non-compliance with the law. The enclosed QVTI **QuickVTRnet** Service Contract for accessing Texas Motor Vehicle Records addresses the provisions of this law.

If appropriate, an individual or company can enter into an MVInet contract directly with TxDOT and use QVTI's **QuickVTR** service, which will allow you to enjoy all the same features of QuickVTRnet.

The VTR database contains important, secure personal data concerning vehicle owners that is privacy protected by law and must be treated in a confidential manner. Only requestors who certify the intended use of the information is for one or more of the permitted uses listed in Attachment "A" of the QVTI QuickVTRnet Service contract may have access to the privacy protected personal information contained in the VTR database. The QVTI QuickVTRnet Service contract outlines the conditions under which TxDOT may provide access to the VTR database via QuickVTRnet and stipulates restrictions regarding the use of the privacy protected personal information obtained by virtue of the agreement, either directly or indirectly. The restrictions apply to all contracted users and any third parties that may obtain VTR record information from the contractor/purchaser, either directly or indirectly. Each contractor/purchaser must comply with the provisions of the federal Driver's Privacy Protection Act. Penalties for violating the restrictions specified in the contract may result in immediate termination of the contract and notification forwarded to TxDOT. Each individual who is to have access under this contract must be assigned a unique User ID only for his or her use.

To establish a *QuickVTR/QuickVTRnet* Account, the following documents must be completed and along with first payment, returned to the address at the bottom of this page:

1. The *QuickVTR/QuickVTRnet* Purchasers Agreement Contract.
2. Signed and initialed Attachment "A" to the contract (Certification of Use).
3. A properly executed Attachment "B", Request for Access to TxDOT MVR/VTR Database and The Security Compliance Agreement for EACH AUTHORIZED USER (Four copies included).

Instructions for completing contract are included on the next page.

Please keep a copy of this contract (3 items above) for you records

QVTI 092605

Instructions for completing the QuickVTR/QuickVTRnet Contract

1. Complete **Purchaser Agreement**.

- a. Fill in effective date like this: this 15 day of October, 2003, by and between.... (QVTI), and Three Star Autoplex ("Purchaser").
- b. From a valid Service Level price list, fill in the fee box like this:

FOR A MONTHLY SERVICE LEVEL OF 50 (Hits), PURCHASER WILL PAY \$ 16.95 x 2 # MONTH(S) CONTRACT SERVICE TERM, A TOTAL OF \$ 33.90 (Plus Sales Tax) AT THE BEGINNING OF EVERY CONTRACT SERVICE TERM.

QuickVTRnet contract service term can be 1 or more months. For QuickVTR alone, the contract service term must be 3 or more months.

- c. At the bottom of Agreement, fill in the Contract Service Term TOTAL = \$ 33.90
- d. Fill in Partial Month Fee (\$16.95 divided by 31 days in October) x 16 remaining days = \$ 8.75
- e. Fill in Sub-Total amount = \$ 50.65. Only 80% is taxable for Information Services.
- f. Fill in Sales Tax after computation = \$ 3.34.
- g. Fill in Total Due with Contract = \$ 53.99.
- h. Fill in Purchaser Name. This is the same Company or Individual above.
- i. Fill in By with the signature of the Signatory Authority. The Signatory Authority is the person that is authorized to sign for Company or Individual. This same person will sign other documents later.
- j. Fill in address, address billing, telephone, fax and e-mail.

2. Complete **Attachment A, Certification of Use**

- a. Signatory Authority will use his or her exact name **Initial's** to select Permitted Uses. Do not use a check mark. Auto dealers will usually select (II) B (1). Wreckers will usually select (II) F.
- b. Fill in Certification like this:
I, Three Star Autoplex, The Purchaser, do
Three Star Autoplex By: (The Signatory Authority signs here).
October 12, 2003 (Printed Name and Title of Signatory Authority).

3. Complete **Attachment B, Request for Access to TxDOT MVR/RTS Database**.

- a. Complete for EACH Authorized User.
- b. Fill in Purchaser (like: Three Star Autoplex) and Date. Then print employee's name (Last, First and Initial) in Employee Name.
- c. Choose Screen name (optional). Example: *Jeffrey wants to use Jeff as a screen name.*
- d. Choose Group (optional). Example: *Location A is group 1 and Location B is group 2. This might help with cost allocations between two locations or Dealerships.*
- e. Check Add box if adding a new authorized user.
- f. Designated Security Administrator will **print** and **sign** in Approved By. (recommended)
- g. Fill in Phone number on right.
- h. For **Security Compliance Agreement** part, employee should read and then sign their name in Employee Signature, print their name in Employee Printed Name and enter today's date in Date Signed on right.
- i. Any witness of the employee's signature will sign in Signature of Witness. Witness will then print their name in Printed Name of Witness and enter today's date in Date Signed on right.

QuickView Technologies, Inc. - QuickVTR / QuickVTRnet

PURCHASER AGREEMENT

FOR INTERNET ACCESS TO TxDOT MVR/RTS DATABASE THROUGH QuickVTR / QuickVTRnet

THIS AGREEMENT is made and executed to be effective this _____ day of _____, 20____, by and between QuickView Technologies, Inc. (QVTI), and _____ ("PURCHASER").

A. CERTIFICATION OF PERMITTED USE: The Texas Department of Transportation (TxDOT), VTR Division's MVR/RTS Data is available to a qualified PURCHASER and their designated authorized USERS under certain conditions. PURCHASER herein agrees to the CONTRACT SERVICE TERM and the MONTHLY SERVICE LEVEL of TxDOT Inquiry Returned Records (RECS), DEFINED AND SELECTED BELOW.

B. CERTIFICATION: To gain access to the MVR/RTS Database, PURCHASER must certify qualification by completely filling in and signing both this Agreement and the Permitted Use Certification in Attachment A. Authorized USERS and a designated Security Administrator will complete and sign Attachment B, Request for Access to TXDOT MVR/RTS Database and the Security Compliance Agreement.

C. TERM: The Term starts on the above date and thereafter continues **from the first day of the month following the above date; thereafter, for the CONTRACT SERVICE TERM. Cancellation must be in writing and will be effective the last day of the Contract Service Term, after receipt of notice.**

D. COMPENSATION: PURCHASER fees for the next Contract Service Term are due before access or with approved credit, on the 1st of each month and overdue on the 21st, with late payment fees as proscribed below in Paragraph E. PURCHASER agrees to pay QuickView Technologies, Inc. the fee of:

FOR A MONTHLY SERVICE LEVEL OF _____ (RECS), PURCHASER WILL PAY \$ _____ x _____ # MONTH(S) CONTRACT SERVICE TERM, A TOTAL OF \$ _____ (Plus Sales Tax) AT THE BEGINNING OF EVERY CONTRACT SERVICE TERM.

QuickVTRnet contract service term can be 1 or more months. For QuickVTR alone, the contract service term must be 3 or more months.

PURCHASER agrees that if RECS to the TxDOT MVR/VTR Database exceed the above chosen SERVICE LEVEL, PURCHASER will be automatically enrolled in the SERVICE LEVEL that will accommodate PURCHASER usage and the difference in SERVICE LEVEL fees will be added to the next invoice. PURCHASER agrees that if RECS drop below the selected SERVICE LEVEL, an automatic reduction will be made to the appropriate SERVICE LEVEL starting one Contract Service Term after a SERVICE LEVEL automatic increase. An increase to a higher SERVICE LEVEL that had been billed previously WILL NOT incur SERVICE LEVEL difference fees.

E. LATE PAYMENT FEE: A late fee of 5% of the total amount overdue will be added if QuickView Technologies Inc. does not receive payment before or on the 20th calendar day of the month for which PURCHASER'S account is billed.

F. USE OF DATA ACCESS: PURCHASER is authorized limited access to TxDOT MVR/RTS data through the QuickVTR / QuickVTRnet Service. PURCHASER IS NOT AUTHORIZED FOR DISTRIBUTION OR RESALE OF DATA obtained through QuickVTR TO PURCHASER'S CUSTOMERS, as part of any product or service offered or sold by PURCHASER.

G. DATA ACCESS DISCLAIMER: DATA PROVIDED THROUGH QuickVTR/QuickVTRnet IS OBTAINED FROM THE TEXAS DEPARTMENT OF TRANSPORTATION. ALTHOUGH EVERY EFFORT IS MADE TO PROVIDE TIMELY, ACCURATE INFORMATION, NO GUARANTEE OF ACCURACY IS MADE BY QUICKVIEW TECHNOLOGIES, INC. IN THE EVENT OF INCORRECT DATA OR COMPUTER OUTAGE AT TXDOT, OR OTHER PROBLEMS BEYOND ITS CONTROL.

I. TERMINATION AND COLLECTION OF ACCOUNTS: PURCHASER may terminate (with written notice) at any time before five (5) days from the beginning of the next Contract Service Term. QVTI may interrupt or terminate service for non-payment, security violations, or for circumstances beyond its control.

J. TOTAL AGREEMENT: It is hereby mutually agreed and understood between QVTI and PURCHASER that this Agreement contains all of the agreements, promises, and/or understandings made between QVTI and PURCHASER concerning the service provided, that there are no verbal, oral, or other agreements, promises, or understandings between QVTI and PURCHASER and that any and all future agreements of any nature will be in writing and signed by both parties. The signature on this document of PURCHASER or PURCHASER'S authorized representative (Signatory Authority) indicates understanding of and agreement to all of the conditions and terms contained within this agreement DOCUMENT.

QUICKVIEW TECHNOLOGIES, INC.

By: _____
(Signature of Person Authorized to Sign for QVTI)

PURCHASER FEES:

Setup (one time fee) _____ ➔ \$ 8.00

Contract Service Term TOTAL (From Paragraph D.) ➔ \$ _____

Partial Month Fee \$ _____ ➔ \$ _____

Only 80% of Sub-Total is Taxable. **SUB-TOTAL** \$ _____

(Sub-Total x 0.80) x 0.0825 (8.25%) Sales Tax ➔ \$ _____

TOTAL DUE WITH CONTRACT _____ ➔ \$ _____

PAYMENT WILL BE BY: (There is a \$25 fee on each returned check)

CASH CHECK CREDIT INVOICE ACH CHK Bank Routing # _____ Account # _____

PURCHASER

Purchaser
Name: _____
(Type or Print Name of Individual, Agency or Company)

By: _____
(Signatory Authority that Signs for PURCHASER)

Name: _____
(Type or Print Name of Signatory Authority)

Address: _____
Of
Purchaser _____

Billing Address: _____
(If Different) _____

Tel: _____ Fax: _____

E-Mail Address: _____

ATTACHMENT A, CERTIFICATION OF USE

QVTI 081109

NOTE: Effective Dec. 1, 2000, the State will release information contained in the motor vehicle registration (mvr) records obtained from the registration and titling system (rts), as defined in 18 U.S.C.~2725, only if the Purchaser certifies its intended uses of the information in this Attachment. Certified intended uses include only those uses for which the Purchaser itself will actually employ the information.

Signatory authority must **INITIAL (DON'T USE CHECK MARK)** the intended use(s) for access to the State MVR/RTS Database:

(I) A. For use in connection with any matter of: **PERMITTED USES:**

- (1) motor vehicle or motor vehicle operator safety;
- (2) motor vehicle theft;
- (3) motor vehicle emissions;
- (4) motor vehicle product alterations, recalls, or advisories;
- (5) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer; or
- (6) removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of: (a) The Automobile Information Disclosure Act, 15 U.S.C. Section 1231 et seq.; (b) 49 U.S.C. Chapters 301, 305, 323, 325, 327, 329, and 331; (c) the Anti Car Theft Act of 1992, 18 U.S.C. Sections 553, 981, 982, 2119, 2312, 2313, and 2322, 19 U.S.C. Sections 1646b and 1646c, and 42 U.S.C. Section 3750a et seq., all as amended; (d) the Clean Air Act, 42 U.S.C. Section 7401 et seq., as amended; and (e) any other statute or regulation enacted or adopted under or in relation to a law included in Paragraphs (a)-(d).

B. Use will be strictly limited to use by:

- (1) a government agency, including any court or law enforcement agency, in carrying out its functions; or
- (2) a private person or entity acting on behalf of a government agency in carrying out the functions of the agency.

(II) A. Use in connection with a matter of:

- (1) motor vehicle or motor vehicle operator safety;
- (2) motor vehicle theft;
- (3) motor vehicle product alterations, recalls, or advisories;
- (4) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers;
- (5) motor vehicle market research activities, including survey research; or
- (6) removal of non-owner records from the original owner records of motor vehicle manufacturers;

B. Use in the normal course of business by a legitimate business or an agent, employee, or contractor of the business, but only:

- (1) to verify the accuracy of personal information submitted by the individual to the business or an agent, employee, or contractor of the business; and
- (2) if the information as submitted is not correct or is no longer correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual;

C. Use in conjunction:

With a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court;

D. Use in:

Research or in producing statistical reports, but only if the personal information is not published, re-disclosed, or used to contact any individual;

E. Use by:

An insurer or insurance support organization, or by a self-insured entity, or an agent, employee, or contractor of the entity, in connection with claims investigation activities, antifraud activities, rating, or underwriting;

F. Use in:

Providing notice to an owner of a towed or impounded vehicle;

G. Use by:

A licensed private investigator agency or licensed security service for a purpose permitted under this section;

H. Use by:

An employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313;

I. Use in:

Connection with the operation of a private toll transportation facility;

J. Use for:

Any other purpose specifically authorized by law that relates to the operation of a motor vehicle or to public safety. Please cite the specific law: _____

CERTIFICATION

I, _____, the Purchaser, do hereby certify that the intended use of the MVR/RTS database information is requested for the permitted use(s) **initialed** above by the **signatory authority**.

(The Purchaser)

By: _____
(Signature of Signatory Authority for Purchaser)

(Date signed)

(Printed Name and Title of Signatory Authority)

(Physical street / Suite address)

(City)

(State)

(Zip)

ATTACHMENT B

QVTI 071607

Request for Access to TxDOT MVR/RTS Database

Purchaser _____ Date _____

Employee/User Name _____
(Last) (First) (Initial)

Employee/User Nick Name (optional) _____ Group Number (optional) _____

Please Check One: Add [] Change [] Delete []

Approved By (optional) _____
Security Administrator (Print then Sign) Phone # at this location

Security Compliance Agreement

I understand and agree that information that may come to my knowledge while accessing the TxDOT MVR database through QuickView Technologies Inc., QuickVTR Information Systems, may not be used or disclosed except as expressly authorized by Attachment A. I understand and agree that any and all information system password(s) I receive or devise for use with QuickVTR are confidential. I will not disclose to any unauthorized person any password(s) I am given or devise and I will not post written passwords where persons who are not authorized to use the QuickVTR system, may view them. I understand and agree that I am responsible for all information transactions performed as a result of access authorized by the use of my password(s). I understand and agree that my use of a password not specifically issued to me or to a group of which I am a member is expressly prohibited. I agree not to attempt to circumvent QuickVTR security devices or procedures by using or attempting to use any transaction, software, files or other resources that I am not authorized to use. I understand and agree that any copyrighted material, including but not limited to commercial computer software and accompanying documentation, that may be made available to me for my use by QuickView Technologies, Inc., is protected by copyright laws and is not to be copied for any reason without permission of QuickView Technologies, Inc. I understand and agree that the violation of copyright laws, including those applicable to computer software, may result in disconnection/or other legal action. I understand and agree that any QuickView Technologies, Inc. owned, developed, or licensed software will be returned to the QuickView Technologies, Inc. before the end of my employment or contract. I acknowledge that the source codes, programs and related documentation constitute valuable intellectual property for QuickView Technologies, Inc. I agree that I will not disclose, publish, or disseminate them to any third party who is not bound by a written confidentiality agreement expressly covering the QuickView Technologies, Inc.'s intellectual property and related documentation. I agree to abide by all QuickView Technologies, Inc. information security policies, procedures and practices. I understand that intentionally failing to observe these requirements or intentionally bypassing them may constitute a breach of information systems security as defined in the Texas Penal Code §33.02 and may result in immediate loss of information system access. Attempts to access and utilize QuickView Technologies, Inc.'s QuickVTR information systems for other than their intended purposes are prohibited and may result in prosecution under the Computer Fraud and Abuse Act of 1986 as well as any other applicable statutes and regulations.

1 Information Systems includes Computer systems, telephone systems, voice mail systems, fax systems, and regular mail systems.

I have been informed where to obtain a copy of, and agree to comply with: Texas Penal Code, Section 33.02 and the Federal Drivers Privacy Protection Act (18 U.S.C. §2721).

Employee/User Signature

Date Signed

Employee/User Printed Name

Signature of Witness (Optional. Can not be the Employee above)

Date Signed

Printed Name of Witness (Optional)

QuickView FAX: 1-866-272-2081

ATTACHMENT B

QVTI 071607

Request for Access to TxDOT MVR/RTS Database

Purchaser _____ Date _____

Employee/User Name _____
(Last) (First) (Initial)

Employee/User Nick Name (optional) _____ Group Number (optional) _____

Please Check One: Add [] Change [] Delete []

Approved By (optional) _____
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Employee/User Signature

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Date Signed

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