



**LIMITED RATING INFORMATION AGREEMENT FOR
INSURANCE-SUPPORT ORGANIZATIONS
BETWEEN
GEORGIA TECHNOLOGY AUTHORITY
AND**

This Limited Rating Agreement ("Agreement") is entered into by and between the Georgia Technology Authority, hereinafter referred to as "GTA," and _____, hereinafter referred to as "ISO," with its principal office at:

_____.

GTA and ISO shall be collectively referred to as the "parties."

The "Term" of this Agreement shall start from the "Effective Date" of _____ and shall terminate as of midnight on the "Expiration Date" of _____ unless terminated prior to the Expiration Date by either party under the terms of this Agreement.

WHEREAS, pursuant to O.C.G.A. § 40-5-2(c)(1)(B)(ii), GTA has the authority to contract for the electronic furnishing of certain records maintained and compiled by the Georgia Department of Driver Services ("DDS") and its successors for certain specific statutory purposes; and

WHEREAS, ISO desires to obtain Limited Rating Information of individuals licensed by the DDS for the specific purpose of rating proposed insured drivers in order to determine whether to offer motor vehicle insurance to such individuals as allowed under applicable laws, rules, and regulations;

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Purpose

The purpose of this Agreement is to set out the terms and conditions under which GTA will disclose to ISO Limited Rating Information contained within the official driver records maintained and compiled by the DDS.

Information released to the ISO under this Agreement is subject to limitations imposed by O.C.G.A. § 40-5-2, the rules and regulations promulgated by the DDS, laws related to personal information privacy and security, the provisions set forth within this Agreement, and all other applicable laws, rules, and regulations. Such limitations include, but are not limited to, any written authorizations or consents required by the DDS or by law.



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2. Definitions

- a. "Auditor" shall include GTA, DDS, the Georgia Department of Audits and Accounts, and their respective representatives.
- b. "Driver" shall mean the natural person upon whom the operating record has been made and compiled, and who applied for insurance or the renewal or amendment of an insurance contract.
- c. "Limited Rating Information" shall mean only the number of violations of Code Section 40-6-391, relating to driving under the influence of alcohol, drugs, or other intoxicating substances, and the number and type of other moving traffic violations which were committed by the specified Driver within the immediately preceding three or five years, which period shall be specified by the Person making the request.
- d. "Insurance-Support Organization" or "ISO" shall mean any Person, including its successors and assigns, who regularly engages, in whole or in part, in the practice of assembling or collecting information about natural persons for the primary purpose of providing the information to an Insurer for processing insurance transactions.
- e. "Insurer" shall mean any Person engaged as indemnitor, surety, or contractor who issues insurance, annuity or endowment contracts, subscriber certificates, or other contracts of insurance by whatever name called. For the purposes of this Agreement, the term "Insurer" shall at times be inclusive of Insurer's Agents as the term is defined in **Section 2(f)** below, unless expressly stated otherwise.
- f. "Insurer's Agent" shall mean any Person appointed or employed by an insurer who solicits insurance or procures applications for insurance; who in any way, directly or indirectly, makes or causes to be made any contract of insurance for or on account of an insurer; or who as representative of an insurer receives money for transmission to the insurer for a contract of insurance, anything in the application or contract to the contract notwithstanding, and who has on file with the Commissioner of Insurance a certificate of authority from each insurer with whom the agent places insurance.
- g. "Person" shall mean any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited



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partnership, trust, association, or other legal person or entity of any kind, legal constituted.

3. License

- a. *License Grant.* During the term of this Agreement, subject to the terms and conditions stated herein, GTA grants ISO a non-exclusive, non-transferable limited license to access and retrieve certain Limited Rating Information contained in GTA's Database at such times as GTA makes said Limited Rating Information available to ISO. ISO shall disclose, provide, or resell each retrieved Limited Rating Information ONE TIME ONLY, either in whole or in part, solely for the purposes consented to by the Driver and not exceeding those purposes allowed under O.C.G.A. § 40-5-2(c)(1)(B) and the rules and regulations promulgated by the DDS.
- b. *Ownership of Records.* Except for the license granted herein, all rights, title and interests in the Limited Rating Information in all languages, formats, and existing or future media, known or unknown, throughout the world are and shall continue to be the exclusive property of the DDS.

4. Limited Rating Information Requests and Obligations

- a. Subject to terms and conditions set forth in this Agreement, GTA shall provide to ISO such Limited Rating Information as is properly and correctly requested in an electronic format as specified by GTA and allowed under O.C.G.A. § 40-5-2. Limited Rating Information which is not properly or correctly requested by ISO or which results in the matching of no information will result in the conditions stated in **Section 9(a)(iii)**.
- b. Each request for Limited Rating Information submitted by ISO shall include:
 - (i) the Driver's:
 - (A) first name exactly as it appears in the license,
 - (B) last name exactly as it appears in the license,
 - (C) date of birth, and
 - (D) license number or Social Security Number;
 - (ii) use or purpose in requesting the Limited Rating Information,
 - (iii) length of time for which the Limited Rating Information is sought (3 or 5 year record);
 - (iv) the name of the designated Insurer who will receive the Limited Rating Information from ISO.



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- c. ISO's access and use of premium online services are subject to ISO's acceptance and adherence to the GeorgiaNet Subscriber Agreement available at <http://www.ganet.org/info>.

5. Limitations of License

- a. ISO shall take all necessary measures to ensure that the Limited Rating Information requested and received by Insurer shall be exclusively used for the purpose of rating the Driver. These measures include, but are not limited to, requiring Insurers receiving Limited Rating Information agree in writing not to disclose, provide, or resell any Limited Rating Information provided to them by ISO unless expressly authorized by law or under the terms of this Agreement.
- b. ISO shall not disclose, supply, or resell the Limited Rating Information to any Person more than one time or to more than one Person. ISO's use of Limited Rating Information shall be subject to limitations imposed by O.C.G.A. § 40-5-2(c)(1)(B)(ii), the rules and regulations promulgated by the DDS, and the limitations set forth in this Agreement.
- c. ISO shall not archive Limited Rating Information for any purpose, unless expressly required by law or a law enforcement agency. ISO requests and accepts Limited Rating Information for one-time use and subsequent disclosure, supply, sale, or offering for sale shall be a violation of this Agreement and may violate applicable laws, rules, and regulations.
- d. ISO agrees to promptly and adequately destroy the requested Limited Rating Information when the Limited Rating Information is no longer needed for the purpose submitted in **Section 4(b)(ii)**, after the Limited Rating Information has been disclosed, provided, or resold to the designated Insurer, or upon expiration or termination of this Agreement, whichever occurs first.
- e. Upon request of GTA or DDS after expiration or termination, ISO shall promptly certify the destruction of all Limited Rating Information data provided under this Agreement. No data destruction obligation or certification shall limit the liability ISO retains for the disclosure, resale, or supply of Limited Rating Information data to third parties, besides the Insurer designated in **Section 4(b)(iv)**.



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6. Audit

- a. ISO's documentation supporting the reason for the Limited Rating Information request, including but not limited to transaction details, client agreements, and computer software and programs maintained for the purposes defined in this agreement, shall be subject to inspection, review, and audit by the Auditor for a period of four years from the date of the request at no cost to the Auditor. ISO agrees to accommodate the Auditor for an inspection, review or audit on one business day's notice and to allow on-site audits during regular business hours.
- b. ISO shall maintain a log containing a record of each request for Limited Rating Information for a four year period beginning the date of the request. ISO shall immediately provide an electronic or "hard" copy of the log for review, in whole or in part, upon request of the Auditor. The log format shall provide the following in the order presented: (i) Date of request, and (ii) all information specified in **Section 4(b)** of this Agreement.

7. Remedies

- a. ISO acknowledges and agrees that the Limited Rating Information offered by GTA represents private information of unique and special importance to the State of Georgia and its citizens. Any breach by ISO of the representations, restrictions, terms, or conditions contained in this agreement constitutes a material breach and shall be grounds for GTA, in its sole discretion, to suspend the services provided by GTA under this Agreement or terminate this Agreement immediately and without notice. ISO acknowledges that certain breaches by ISO may result in criminal liability.
- b. ISO agrees and acknowledges that a material breach of the Agreement shall cause immediate and irreparable harm and damage to the State of Georgia, in which event GTA and/or the State of Georgia shall be immediately entitled to injunctive relief and termination of this Agreement without any rebate of any fees or payments, in addition to any other rights and remedies to which it may be entitled, at law or in equity.
- c. If ISO does not make timely payments under the provisions of **Section 9** of this Agreement, GTA may terminate this Agreement or suspend the services provided under this Agreement to ISO until such time as ISO pays to GTA the full amount due to it. GTA will charge ISO one and one-half percent (1.5%) interest per month on its unpaid balance and may exercise any other remedies provided by law. ISO agrees to reimburse GTA for all costs of



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collection of delinquent accounts, including but not limited to reasonable attorney's fees, as permitted by law.

- d. The remedies of termination or suspension of this Agreement shall not be deemed to be exclusive remedies, but rather shall be in addition to all other remedies which may be available to GTA. Termination of this Agreement shall release GTA from any and all obligations under this Agreement, but shall not bar GTA from pursuing any remedies it would otherwise have against Insurer.

8. Term and Renewal

- a. This Agreement will continue for one Term unless terminated earlier by either party upon thirty (30) days' written notice to the other party or if otherwise terminated under the terms of this Agreement. The terms and conditions of this Agreement supersede and replace any and all existing Agreements, oral and written representations, and understandings between GTA and ISO for the license and subject matter contained herein.
- b. This Agreement may be renewed for additional terms of 90 days each by mutual agreement of the parties.

9. Charges and Payment Procedures

- a. ISO shall be directly responsible for and compensate GTA according to the following schedule:
 - (i) \$2.70 per request for each three (3) year Limited Rating Information record abstract requested and matched by GTA;
 - (ii) \$2.70 per request for each five (5) year Limited Rating Information record abstract requested and matched by GTA; and
 - (iii) \$2.70 per request for each Limited Rating Information record abstract requested and not matched by GTA.
- b. Each month GTA will send to ISO an invoice for all charges incurred by ISO during the preceding month, subject to adjustments, if any. Within thirty (30) days of receipt of any invoice, ISO will pay to GTA the full amount payable in U.S. dollars thereunder. If ISO does not make timely payment, GTA may exercise the remedies available to it in **Section 7(c)**.
- c. GTA will make an appropriate adjustment to any amount payable by ISO for any use of the services which results in faulty retrieval, failure of retrieval, or a loss of retrieved data, except that caused by incorrect or improper use of the services by ISO; provided, however, that ISO reports to GTA any such



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loss immediately upon discovery, not to exceed thirty (30) days from the date of the disputed retrieval. Payment to GTA for invoiced services shall deem those services to be correct, satisfactory, and not subject to adjustment. These obligations are the full extent of GTA's responsibility to ISO for loss; AND IN NO EVENT WILL GTA BE LIABLE TO ISO FOR GENERAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR LIKE DAMAGES RESULTING IN WHOLE OR IN PART FROM ISO'S USE OF THE SERVICES OR RECORDS PROVIDED UNDER THIS AGREEMENT.

10. Indemnification

- a. ISO agrees to indemnify the "State" and to hold it harmless from all loss and liability, in any way caused, in whole or in part, by act or omission of ISO in connection with this Agreement.

For purposes of this indemnification,

"State" means the Georgia Technology Authority, the Georgia Department of Driver Services, all other departments and units of the state government, all state instrumentalities, and all their officers and employees, plus the insurance programs of the Department of Administrative Services established for their protection.

This obligation survives the expiration and termination of the Agreement, the dissolution of the ISO and, to the extent allowed by law, the bankruptcy of the ISO.

- b. The Georgia Tort Claims Act will be the exclusive remedy for any loss or liability within its terms. However, upon demand, ISO will promptly reimburse the following for any payments made by them, which are covered by ISO's obligation to indemnify: the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS").

This indemnification applies even if the State is partially responsible for the situation giving rise to the claim, but not if the State is solely responsible.



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11. Disclaimer of Warranties

THE RECORDS, DATA, AND SERVICES PROVIDED BY GTA UNDER THIS AGREEMENT ARE PROVIDED "AS IS". GTA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RECORDS, DATA, AND SERVICES INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHOULD THE SERVICES NOT OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE TERMS STATED HEREIN DUE TO THE SOLE FAULT OF GTA, ISO'S EXCLUSIVE REMEDY, AND GTA'S SOLE OBLIGATION UNDER THIS WARRANTY, SHALL BE A REDUCED CHARGE FOR THE SERVICES AS SPECIFIED IN THE AGREEMENT.

GTA DOES NOT WARRANT THAT THE DATA WILL MEET ANY REQUIREMENTS OR NEEDS ISO MAY HAVE, OR THAT THE DATA WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE DATA WILL BE CORRECTED. BY WAY OF FURTHER EXAMPLE AND NOT LIMITATION, GTA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE RECORD AND THE DATA. GTA RESERVES THE RIGHT TO WITHDRAW ANY OR ALL ACCESS TO DATA IN ITS SOLE DISCRETION AND SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH DELETION OF SUCH SERVICE. THE ENTIRE RISK AS TO THE USE OF THE DATA IS ASSUMED BY ISO. IN NO EVENT SHALL GTA BE LIABLE TO ISO OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE, FOR THE EFFECTIVENESS OR ACCURACY OF THE DATA, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR OCCASIONED BY ISO'S USE OF THE DATA, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF GTA IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THE FOREGOING IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE INEFFECTIVE, ISO HEREBY AGREES THAT GTA'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THE DATA AND THE DMV RECORD (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE LICENSE FEES PAID BY ISO FOR THE SET OF DATA AT ISSUE.

12. Relationship of Parties

The relationship of GTA and ISO established by this Agreement is of licensor and licensee/independent contractor, and nothing in this agreement shall be construed: (1) to give either party the power to direct or control the daily activities of the other party or (2) to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint venturers, co-owners, or otherwise as participants in a joint undertaking. GTA and ISO understand and agree that GTA



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does not grant ISO the power or authority to make or give any agreement, statement, representation, warranty or other commitment on behalf of GTA or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of GTA, or to transfer, release or waive any right, title or interest of GTA, except as expressly allowed within this Agreement.

13. Force Majeure

The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by Acts of God, flood, fire, war or public enemy.

14. Waiver and Severability

No failure, delay in exercising or enforcing any right or remedy hereunder by GTA shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

15. Taxes

All federal state, local and other taxes due, if any, under this Agreement, shall be the responsibility of ISO.

16. Compliance with all Laws

ISO shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to its performance pursuant to this Agreement, including, but not limited to 18 U.S.C. § 2721, O.C.G.A. § 40-5-2 *et seq.*, the rules and regulations promulgated by the DDS, or any other rule or law enacted hereafter.

17. Choice of Law

This Agreement shall be governed by the laws of the State of Georgia, without application of conflicts of laws principles. Any suit brought pursuant to this Agreement against the State of Georgia or GTA shall be filed exclusively in the Superior Court of Fulton County, Georgia, and in no other jurisdiction.



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18. Authority

ISO acknowledges it is an Insurance-Support Organization, has full power and authority to enter into and perform this Agreement, and the Person signing on behalf of ISO has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

19. Assignment

Performance under this Agreement shall not be assigned or subcontracted without the prior written consent of GTA.

20. Headings

The paragraph headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

21. Amendments in Writing

No amendment to this Agreement shall be effective unless it is in writing and signed by the parties.

22. Notice

All notices under this Agreement shall be deemed duly given upon delivery, if delivered by certified mail to the party at the address set forth as follows:

GTA:

Georgia Technology Authority
47 Trinity Avenue
Atlanta, Georgia 30334
Attn: Office of Data Sales

ISO:



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23. Survival

The respective rights and obligations of the parties under **Sections 5, 6, 7, 9, 10, 11, and 12** shall survive any termination or expiration of this Agreement.

24. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings, are superseded hereby.

IN WITNESS WHEREOF, each party, by its respective officers authorized so to do, has executed this Agreement.

AGREED:

Georgia Technology Authority

ISO: _____

By: _____

By: _____

Name: Ivan Sumter

Name: _____

Title: Director, Office of Data Sales

Title: _____

Date: _____

Date: _____