



LICENSE MATCH SERVICE AGREEMENT

This License Match Service Agreement ("Agreement") is made this _____ day of _____, 20____ (hereinafter referred to as the "Effective Date"), by and between the **Georgia Technology Authority** (hereinafter referred to as "GTA"), and _____, whose principal place of business is located at:

_____ (hereinafter referred to as "LM Requester").

1. SERVICE DESCRIPTION AND LICENSE

- 1.1 LM Service Description and Provisioning. GTA's License Match Service provides to the LM Requester a response to a query and related support services for the purpose of permitting the LM Requester to verify that the data presented on a driver's license matches the data available in the Georgia Department of Drivers Services ("DDS") database at the time of verification (the "LM Services"). Subject to the terms and conditions contained herein, LM Requester agrees to purchase and use, and GTA agrees to make available to LM Requester, and its end users that are duly registered with GTA, the LM Service.
- 1.2 LM Service Access and Delivery. LM Service shall be electronically delivered to the LM Requester as follows: LM Requester will submit a query by entering certain driver's license information and GTA will return an electronic response signifying whether the information entered by the LM Requester matches or fails to match the information contained in the DDS database at the time of the query. Access to the LM Service requires a minimum acceptable equipment and telecommunication capability. LM Service provided by GTA does not include equipment, devices or connectivity between LM Requester and GTA. At its own expense and independent of this Agreement, LM Requester will procure and obtain such necessary equipment and supplemental services including, but not limited to, modems or other internet access devices and appropriate telecommunications services. Specifications for minimum acceptable equipment needed for access to the LM Services can be obtained from GTA upon request.
- 1.3 License Grant. During the term of this LM Service Agreement, subject to the terms and conditions herein, GTA grants to LM Requester the number of limited, non-exclusive, non-transferable licenses, as indicated on Exhibit A to access and retrieve certain LM information contained in the database maintained by the DDS at such times as GTA makes the LM information available to the LM Requester. Each request for LM submitted by LM Requester shall include the following:
- a) The drivers name exactly how is appears on the drivers license
 - b) Date of birth
 - c) Driver's license number
 - d) Exam Date
 - e) CSC Code
 - f) Class of License

LM Requester will provide GTA with the necessary data in the proper format to enable GTA to properly furnish the LM Service. In the event the data provided by the LM Requester is not matched with the information contained in the DDS database, such mismatch shall constitute a failure and shall be subject to the fees set forth in Exhibit A attached hereto.

- 1.4 Limitations on Use. In addition to any other remedies available to GTA hereunder, any breach of the restrictions set forth below will result in the immediate termination of this Agreement and the license granted in this Agreement.
- 1.4.1 LM Service shall be used by the LM Requester solely for internal business purposes. Further, LM Requester agrees to use the LM Service in accordance with the terms of this Agreement and GTA's instructions and specifications. LM Requester shall use said LM Service in accordance with the conditions of use, which may be established or specified by GTA from time to time as may be set forth in any materials, documents or instructions furnished by GTA to LM Requester (electronically or otherwise).
- 1.4.2. LM Requester will request information from GTA only in connection with the LM Service provided to LM Requester hereunder, and in connection with data that LM Requester is legally entitled to view. LM Requester shall provide all supporting documents as may be requested by GTA to verify the foregoing.
- 1.4.3. Information released to the LM Requester under this Agreement shall be subject to all applicable laws, rules and regulations, including without limitation, O.C.G.A. § 40-5-2, the rules and regulations promulgated by the Georgia Department of Driver Services, 18 U.S.C. § 2721, laws related to personal information security and notification, and the provisions set forth in this Agreement. Such limitations also shall include LM Requester obtaining any written authorizations or consents required by the DDS or by law. GTA reserves the right to take all actions, including termination of the LM Service pursuant to this Agreement, which it believes to be necessary to comply with applicable laws, regulations, rulings and GTA's specifications.
- 1.4.4. LM Requester shall display or use such copyright, patent, trademark or other propriety rights notices as GTA reasonably may require.
- 1.4.5. LM Requester shall not, except as otherwise provided for herein or in writing between GTA and LM Requester, either (i) allow any third party to obtain access to the LM Service, or (ii) allow any use of the LM Service in any manner which would allow the general public access or for the benefit of any third party.
- 1.4.6. LM Requester and its users may not use or access the LM Service in any way which, in GTA's reasonable judgment, adversely affects the performance or function of the LM Service or interferes with the ability of other authorized parties to access the LM Service. GTA may suspend LM Requester's and its users' access to and/or use of the LM Services, without credit, at any time if, in GTA's sole discretion, the performance, integrity or security of the LM Services is in danger of being compromised as a result of such access.
- 1.4.7. LM Requester and its users may not disseminate, distribute, supply or sell any portion of the LM Service or the data received thereby. LM Requester and its users may not archive or retain any information or data received from the virtue of using LM Service, for any purpose, unless expressly required by law or a law enforcement agency. LM Requester receives the information provided by LM Service 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 or regulations.
- 1.4.8. LM Requester agrees that it will implement appropriate safeguards to prevent the access of the data through the LM Service by unauthorized users.
- 1.5 Ownership of Records. Except for the license granted herein, all rights, title and interests in the DDS database in all languages, formats and media throughout the world are and shall continue to be the exclusive property of the DDS. This Agreement does not constitute a sale or assignment of the data or any portion or copy of such.

2. TERM OF AGREEMENT, RENEWAL AND TERMINATION

- 2.1 The "Term" of this Agreement and of each authorized user's license granted hereby shall begin upon the Effective Date for an initial term of twelve (12) months and thereafter shall automatically renew for successive one (1) year terms, unless terminated earlier in accordance with the terms and conditions contained herein. The terms and conditions of this Agreement shall apply during any renewals of the Term. .

- 2.2 Each party has the right to terminate this Agreement, or an individual license (as applicable), if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within ten (10) days after receipt of written notice of such default (or such additional cure period as the nondefaulting party may authorize). In addition, GTA may suspend or terminate this Agreement or an individual license (i) on ten (10) days written notice if LM Requester breaches Section 3 (Prices and Payment) and (ii) immediately upon written notice if LM Requester fails to comply with any obligations under Section 1.4 (Limitations on Use).
- 2.3 GTA may terminate this Agreement, in whole or in part, immediately and without notice if: (i) GTA deems that such termination is necessary to prevent or protect against fraud or otherwise protect GTA's personnel, facilities or services, or (ii) LM Requester is debarred or suspended from performing services on any public contracts.
- 2.4 GTA may immediately terminate this Agreement, in whole or in part, for convenience or without cause prior written notice to LM Requester.
- 2.5 Upon the termination or expiration of this Agreement (as applicable), LM Requester shall cease using the LM Service, and promptly return to GTA all papers, materials and other property of GTA then in its possession. Termination of this Agreement shall not terminate LM Requester's obligation to pay GTA for all LM Services

3. PRICES AND PAYMENT

- 3.1 LM Requester agrees to pay the fees set forth in Exhibit A. All fees for use of the LM Service shall be billed to LM Requester monthly in arrears. Fees shall be based on the amount of usage recorded by GTA's computer system and the pricing in effect at the time of LM Requester's use of such LM Services as documented on the attached Exhibit A. Such fees are subject to an increase at anytime after the first anniversary of this Agreement, upon sixty (60) days prior written notice to LM Requester.
- 3.2 GTA shall have the right to increase the fees payable by LM Requester to offset any increase in rates charged by communications common carriers or timesharing suppliers, or any access charges from insurance carriers, or if any change in the rules, regulations, or operation procedures of any service supplier or any federal, state, or local government agency or regulatory authority results in such cost increase. Any such increase shall become effective for LM Requester on the same day as the increase becomes effective as to GTA, or is otherwise incurred by GTA.
- 3.3 The fees for the LM Service do not include sales, use, excise, value added, utility or other similar taxes which may be applicable in the US or at any other locations. Consequently, in addition to the specified fees, the amount of any such present or future tax applicable to the provision of LM Service hereunder by GTA shall be paid by LM Requester.
- 3.4 All payments shall be made in United States funds. All amounts payable to GTA will be billed to LM Requester by GTA and will be payable upon receipt of invoice. Invoices not paid within thirty (30) days after the date thereof shall be subject to service charges on the unpaid amount at a rate of one and one half percent (1½ %) per month, or at the maximum interest rate allowable under applicable law, whichever rate is lower.

4. CHANGE TO SERVICES AND AUDIT

- 4.1 GTA reserves the right at any time to change, add, or modify the LM Service or the manner in which the LM Service is delivered, as GTA deems appropriate.
- 4.2 LM Requester shall maintain a log containing a record of each request for LM data for a period of four (4) years from the date of the request. The log shall be immediately available for review by GTA, DDS, the State Auditor, or their respective representatives upon request. LM Requester shall provide an electronic or hard copy of such log upon request. The log shall provide the following information: (a) date of request; and (b) the identity of the person or entity to whom the information was provided.
- 4.3 GTA or DDS will have the right at any time to audit LM Requester's use of the LM Service and related records to ensure compliance with the requirements hereof. LM Requester agrees to accommodate GTA's or DDS's

request for an inspection, review or audit on one (1) business day's notice and to allow on-site audits during regular business hours.

5. CONFIDENTIALITY AND FILE SECURITY

- 5.1 LM Requester agrees: (a) to keep confidential and not to disclose any account code or passwords to third parties, and (b) that LM Requester will not use an account code or password that was not issued to LM Requester by GTA. Accordingly, LM Requester assumes full responsibility for selection and use of any passwords as may be permitted or required by the LM Service.
- 5.2 LM Requester shall ensure that each user granted an account code and password: (a) is fully aware of all of its obligations under this Agreement and acts in accordance with them; and (b) maintains the secrecy and security of its account codes and passwords and does not disclose them to any other party; and (c) does not allow any other party to use account codes and passwords to access the LM Services. LM Requester shall be responsible for any use or access of the LM Service by any person or entity accessing it through the use of a LM Requester account code and password, whether such access was authorized or not. The use of the account code and password assigned to any user shall be deemed to constitute the acts of such person, and GTA shall be entitled to rely upon the data input without any obligation to identify or otherwise verify any person who gains access to the LM Services by means of such account code and password.
- 5.3 LM Requester agrees to consider and treat all information received through the LM Service as confidential. LM Requester: (i) shall not use or disclose individual driver license information as provided under the LM Service other than as permitted under this Agreement; and (ii) shall use appropriate safeguards to prevent the prohibited use or disclosure of such individual driver license information. LM Requester shall ensure that any authorized user of the LM Service agree to the same restrictions and conditions that apply to the LM Requestor. LM Requester agrees to promptly and adequately destroy such information when it is no longer needed for the purpose submitted under this Agreement. In the event of a breach of this Section 5.3, LM Requester shall immediately report to GTA any unauthorized use or disclosure of such individual driver license information. Upon notice of such unauthorized use or disclosure, GTA may, at its sole discretion, terminate this Agreement immediately upon notice to LM Requester.
- 5.4 Neither party shall have any obligation of confidentiality with respect to any information which: (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this Agreement; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction. Notwithstanding the foregoing, GTA's obligations hereunder shall be subject to the provisions of the Georgia Open Records Act (O.C.G.A. §50-18-70 *et seq.*), as it may be amended from time to time.

6. INDEMNIFICATION

- 6.1 LM Requester hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia, GTA, DDS and their officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damage and attorney's fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of LM Requester, its agents, employees, subcontractors, or others working at the direction or on behalf of LM Requester. This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the events giving rise to the claim; or the claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, LM Requester's indemnification hereunder shall apply only to the extent that LM Requester contributed to the events.

- 6.2 If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Fund (the "Fund"), LM Requester agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, LM Requester and its insured waive any right of subrogation against the State of Georgia, the Indemnitees and the Fund and insurers participating hereunder, to the full extent of this indemnification.
- 6.3 LM Requester shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage entered into by Indemnitees shall be binding upon LM Requester unless approved in writing by LM Requester. No settlement or compromise of any claim, loss or damage entered into by LM Requester shall be binding upon Indemnitees unless approved in writing by Indemnitees. LM Requester's obligation to indemnify any Indemnitee will survive the expiration or termination of this Agreement by either party for any reason.

7. DISCLAIMER OF WARRANTIES, DAMAGES AND LIMITATION OF LIABILITY

- 7.1 GTA MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE ADEQUACY, COMPLETENESS, USEFULNESS OR SUFFICIENCY OF THE LM SERVICE, OR INFORMATION OR RESULTS PROVIDED HEREUNDER. GTA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LM SERVICE AND THE APPLICATIONS THEREOF WILL MEET LM REQUESTER'S REQUIREMENTS OR THAT THE LM SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. ANY INFORMATION PROVIDED BY THE LM SERVICE, WHETHER THE LM SERVICE OPERATES ON GTA'S SERVERS OR AT LM REQUESTER'S SITE ARE PROVIDED AS IS, AS AVAILABLE BASIS WITHOUT WARRANTY OF ANY TYPE EXCEPT THAT GTA WILL USE COMMERCIALY REASONABLE EFFORTS TO CORRECT ANY ERRORS WHICH ARE DUE SOLELY TO THE MALFUNCTION OF GTA'S COMPUTERS OR OPERATION SYSTEMS.
- 7.2 THE ENTIRE RISK AS TO THE USE OF THE DATA IS ASSUMED BY THE LM REQUESTER. IN NO EVENT SHALL GTA BE LIABLE TO THE LM REQUESTER 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 THE 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, THE PARTIES HEREBY AGREE THAT GTA'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THE DATA AND/OR THE DDS RECORD (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE FEES PAID BY LM REQUESTER FOR THE SET OF DATA AT ISSUE.
- 7.3 GTA shall not be responsible in any manner for: (i) errors or failures of proprietary systems and programs other than those of GTA; (ii) errors or failures of LM Requester's software or operational system; (iii) LM Requester's use of the LM Service on a computer system that does not conform to GTA's specifications; (iv) misuse of or damage to the LM Service; or (v) LM Requester's failure to immediately report to GTA the existence and nature of any non-conformity or defect of the LM Service upon discovery thereof.
- 7.4 THE REMEDY SET FORTH IN THIS SECTION 7 IS EXCLUSIVE. THERE ARE NO OTHER WARRANTIES OF ANY TYPE WITH RESPECT TO THE LM SERVICE, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. GTA DOES NOT WARRANT THE USE OF THE LM SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. Should there be any failure in performance by GTA or errors or omissions by GTA with respect to the information being transmitted (because of negligence or otherwise), GTA's sole liability and LM Requester's exclusive remedy, shall be limited to GTA's use of commercially reasonable efforts, at GTA sole discretion, either to correct such failure in performance or errors or omissions or terminate the LM Service

8. FORCE MAJEURE

Any delay or, failure in performance by either party or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, water, war, civil disturbances, terrorism, acts of civil or military authorities, availability of communications services or network facilities, or other acts of God shall not be a breach of this Agreement if and to the extent caused by events beyond the reasonable control of the party affected. Market conditions and/or fluctuations shall not be deemed force majeure events. The party whose performance is affected by such events shall promptly notify the other party, giving details of the force majeure circumstances, and the obligations of the party giving such notice shall be suspended to the extent caused by the force majeure and so long as the force majeure continues, and the time for performance of the affected obligation hereunder shall be extended by the length of the delay caused by the force majeure event.

9. ASSIGNMENT AND DELEGATION

LM Requester shall not assign any of its rights or delegate the performance of any of its obligations under this Agreement to a third party without GTA's prior written consent. Any purported assignment or delegation shall be null and void.

10. MISCELLANEOUS

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A, without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

10.2 The waiver by either party of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this Agreement have no substantive meaning or content and are not a part of this Agreement.

10.3 All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, fax, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses below. Notices will be deemed to have been given when received.

To GTA	To LM Requester
Georgia Technology Authority	
47 Trinity Avenue	
Atlanta, GA 30334	
Attn: Office of Data Sales	

10.4 This Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of GTA or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. LM Requester shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

GEORGIA TECHNOLOGY AUTHORITY

LM REQUESTER

By: _____

By: _____

Name: Ivan Sumter

Name: _____

Title: Director, Office of Data Sales

Title: _____

Date: _____

Date: _____

FEI No.: _____

EXHIBIT A
LM SERVICE

LM Requester Information	
LM Requester Name:	# of Mo. Transactions:
Address:	Number of Licenses:
	Date:
Business Contact:	Phone #:
	FEI #:
Email (required):	
Initial Term: Twelve (12) months	

LM Requester Services	Charges
LM request	\$0.50/request
LM request by a non-state or non-approved pilot customer	\$0.50/request
Monthly Minimum (based on estimated monthly transactions volume)	\$__N/A__