

Electra Theodorides-Bustle
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov



Charlie Crist
Governor

Bill McCollum
Attorney General

Alex Sink
Chief Financial Officer

Charles H. Bronson
Commissioner of Agriculture

February 18, 2009

ShadowSoft, Inc
Attn: Bruce Stringfellow
7750 N. MacArthur Blvd., Suite 120-290
Irving, TX 75063

Re: Contract No. HSMV 0840-09
Data Exchange MOU

Dear Mr. Stringfellow:

Enclosed please find a copy of the above referenced agreement, which has been approved by this Department effective February 17, 2009.

Mr. Larry Bilbo will serve as the Department's contact. If you have any questions, please contact Mr. Bilbo at (850) 617-2634.

Sincerely,

A handwritten signature in black ink that reads "Trisha Haucke".

Trisha Haucke
Contracts Analyst
Bureau of Purchasing and Contracts
Division of Administrative Services

TMH
Enclosure(s)

cc: Larry Bilbo

The Department of Highway Safety and Motor Vehicles is committed to Service, Integrity, Courtesy, Professionalism, Innovation and Excellence in all we do. Please let us know how we are doing via our online customer service survey at www.hsmv.state.fl.us.

DIVISION OF ADMINISTRATIVE SERVICES

February 18, 2009

TO: Dana Reiding, Contract Manager
FROM: Trisha Haucke, Contracts Analyst *TMH*
SUBJECT: Data Exchange MOU Agreement
Contract # HSMV-0840-09

Enclosed please find a copy of the above subject Agreement(s).

As Contract Manager, it will be your responsibility to enforce performance of the contract terms and conditions, serve as liaison with the contractor.

If contractor fails to perform the contract terms and conditions, you are to file a written report with the Department's Chief, Bureau of Purchasing and Contracts, through your appropriate chain of command, detailing the nature of the failure to perform.

The Chief, Bureau of Purchasing and Contracts shall notify the contractor in writing, stating the nature of the failure to perform and providing reasonable time for correcting the failure. If the contractor fails to correct its failure to perform within the time provided, the contractor shall be found in default and the Chief, Bureau of Purchasing and Contracts shall issue a second notice notifying the contractor that he is in default. Once a contractor is found in default, he will be removed from the Department's approved vendor list.

If you have any questions, please contact me at (850) 617-3203.

NOTE: The enclosed contract/agreement documents are the originals. Purchasing & Contracts will only maintain scanned images of no cost contract/agreement documents.

TMH
Enclosure(s)

The Department of Highway Safety and Motor Vehicles is committed to Service, Integrity, Courtesy, Professionalism, Innovation and Excellence in all we do. Please let us know how we are doing via our online customer service survey at www.hsmv.state.fl.us.



DEPARTMENT OF HIGHWAY SAFETY MOTOR VEHICLES

CONTRACT / GRANT / AGREEMENT REVIEW*

NEW Yes _____ RENEWAL No _____ OTHER _____ GRANT** No _____

DHSMV Contract No.: HSMV-840-09 Division: DDL Date: 2/9/2009

Name of Contractor ShadowSoft, Inc

Contract Summary: Data Exchange MOU

Service Location: Statewide

Comments:

Total Contract Cost/Grant Value: \$TBD

Reimbursement Contract: No Term Upon Execution - 3 Years from the Date of Execution

1. Director of Concerned Division:

Signature: [Signature] Date: 2/10/09 Contract Mgr.: Dana Reiding Phone Number: 617-2648

2. Finance & Accounting:

Signature: [Signature] Date: 2/13/09 Fund: 2009 Org: 762503 00 000 Category: 000100 Object: 001021

01/14/09

3. Information Services:

Signature: N/A Date: _____ Contracts with any IT component must have ISA review.

4. Legal:

Signature: Pre Approved - Signature on File Date: _____ Comments:

**5. Strategic Project Office (Grants)

Signature: N/A Date: _____

6. Chief of Purchasing and Contracts T.A.H.

Signature: [Signature] Date: 2/17/09

7. Chief of Staff / Executive Director:

Signature: N/A Date: _____

*This document must be completed for all contracts or agreements regardless of cost or form. Please contact the Bureau of Purchasing and Contracts for assistance at (850) 617-3203.

**For Grant related approval processing please contact the Strategic Project Office at (850) 617-3145 prior to processing this review form.

To be completed in accordance with s. 287.057(17) FS, and filed along with contract/purchase order upon execution.



**MEMORANDUM OF UNDERSTANDING
DRIVERS LICENSE OR MOTOR VEHICLE RECORD DATA EXCHANGE
Contract Number HSMV-0740-09**

This Memorandum of Understanding (MOU) is made and entered into by and between ShadowSoft, Inc. hereinafter referred to as the Requesting Party and the Department of Highway Safety and Motor Vehicles hereinafter referred to as the Providing Agency.

I. Purpose of the Data Exchange

The purpose of this MOU is to establish conditions under which the Providing Agency agrees to provide electronic access to information relating to driver license, motor vehicle or traffic crash data to the Requesting Party. The Requesting Party is performing as (please mark all that apply):

- A Network Provider for driver license information for Third Parties. Attachment 1 applies.
- A Network Provider for motor vehicle information for Third Parties. Attachment 9 applies.
- A Government Entity to obtain driver license information through an existing Network Provider portal. Attachments 2 and 7 apply.
- A Government Entity to obtain motor vehicle information through existing Network Provider portal. Attachments 7 and 10 apply.
- A Requesting Party of motor vehicle information accessed through the Division of Motor Vehicles public records section. Attachments 7 and 8 apply.
- A Requesting Party of driver license information accessed through the Division of Driver Licenses Bureau of Records. Attachments 3 and 7 apply.
- A Requesting Party of periodic driver license information for insurance underwriting accessed through the Division of Driver Licenses Bureau of Records. Attachments 4 and 7 apply.
- A Requesting Party of traffic crash information accessed through the Division of Administrative Services. Attachment 7 applies.
- A network provider of driver license information for authorized Government Entities. Attachment 5 applies.
- A Network Provider of driver license information status check. Attachment 6 applies.
- A governmental entity accessing data through one of the Driver License and Vehicle Information Database systems. Attachment 7 applies.
 - without access to driver license photographs and signatures.
 - with access to driver license photographs and signatures, as authorized by section 322.142(4), Florida Statutes.
- Other Requesting Party. Attachment 7 applies.

II. Definitions

- A. "Driver's Privacy Protection Act" (DPPA) – 18 United States Code section 2721 et seq.
- B. "Providing Agency" – The Department of Highway Safety and Motor Vehicles. The agency responsible for granting access to driver license, motor vehicle, or traffic crash data to the Requesting Party.
- C. "Requesting Party" – Any entity type that is expressly authorized by section 119.0712(2), Florida Statutes and DPPA to receive personal information and highly restricted personal information that requests information contained in a driver license, motor vehicle, or traffic crash record.
- D. "Parties" – The Providing Agency and the Requesting Party.
- E. "Third Party" – Any individual, association, organization, or corporate entity who receives driver license, motor vehicle, or traffic crash information or data maintained and released by the Providing Agency or Requesting Party.
- F. "Government Entity" – Any federal, state, county, or city government, including any court or law enforcement agency.
- G. "Network Provider" – A Requesting Party whose access is provided by remote electronic means through the System to request specific types of data at a minimum of 5,000 transactions per month. A six (6) month startup period will be allowed for new Network Providers, during which time, less than 5,000 transactions per month will be accepted.
- H. "Personal Information" – Information found in the motor vehicle or driver record which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, and medical or disability information. Personal information does not include information related to vehicular crashes, driving violations, and driver's status.
- I. "Vendor Number" – A four digit number assigned by the Providing Agency identifies the type and duration of the Driver License record. The vendor number is assigned to both commercial vendors and Government Entities by the Providing Agency, Division of Driver License, Bureau of Records. Misuse of a vendor number to obtain driver license record information is strictly prohibited and shall be grounds for termination in accordance with Section X.
- J. "Driver license information" – driver license and identification card data collected and maintained by the Providing Agency.
- K. "Motor vehicle information" – title and registration data collected and maintained by the Providing Agency for vehicles, vessels, and mobile homes.
- L. "Traffic crash information" – traffic crash data and traffic crash reports collected and maintained by the Providing Agency.

III. Legal Authority

WHEREAS, the Providing Agency maintains computer databases containing information pertaining to driver licenses pursuant to Chapter 322, Florida Statutes; and

WHEREAS, the Providing Agency maintains computer databases containing information pertaining to motor vehicles pursuant to Chapters 319 and 320, Florida Statutes; and

WHEREAS, the Providing Agency maintains computer databases containing information pertaining to traffic crashes pursuant to Chapter 316 and 321, Florida Statutes; and

WHEREAS, the driver license, motor vehicle, and traffic crash data contained in the Providing Agency databases is defined as public record pursuant to Chapter 119, Florida Statutes; and

WHEREAS, the Providing Agency as custodian of the foregoing records may provide access by remote electronic means and charge a fee for the direct and indirect costs of providing such access, pursuant to sections 119.0712(2), 320.05, 321.23, and 322.20, Florida Statutes, and other applicable rules and policies; and

WHEREAS, the Requesting Party may obtain via remote electronic means blocked personal information exempt from public disclosure as provided pursuant to section 119.0712(2), Florida Statutes, with exception of social security number, the Requesting Party shall maintain the confidential and exempt status of such data. Anyone accessing records obtained per this agreement must ensure that the end users of the records are complying with section 119.0712(2), Florida Statutes and DPPA.

NOW THEREFORE, the Parties, in consideration of the promised and mutual covenants hereinafter contained, do hereby enter into this MOU.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Provide the Requesting Party with the technical specifications required to access driver license, motor vehicle or traffic crash information in accordance with the access method being requested.
2. Allow the Requesting Party/Network Provider to electronically access driver license and/or motor vehicle and/or traffic crash information through a telecommunications link to be established between the Requesting Party/Network Provider's computer and the Providing Agency.
3. Accept the Requesting Party/Network Provider's electronic requests and respond with appropriate data. At a minimum, 90% of the responses to electronic requests from Network Providers will occur within 15 seconds of receiving the transaction.
4. Collect all fees, pursuant to applicable Florida Statutes, rules and policies for providing the electronically requested data. The fee shall include all direct and indirect costs of providing remote electronic access, according to section 119.07(2)(c), Florida Statutes.
5. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the treasurer of the State of Florida for such purposes.
6. Discontinue access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party/Network Provider to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of Network Providers.
7. Not indemnify or be liable to the Requesting Party/Network Provider for any driver license, motor vehicle, or traffic crash information, programs, job streams, or similar items delayed, lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as provided in section 768.28, Florida Statutes.
8. Provide the Requesting Party with a schedule of fees appropriate for the information being provided by the Providing Agency.
9. Notify the Requesting Party/Network Provider thirty (30) days prior to changing any fee schedules when it is reasonable and necessary to do so, as determined by the Providing Agency. The Requesting Party/Network Provider may continue with this MOU as modified or it may terminate the MOU in accordance with Section X., subject to the payment of all fees incurred prior to termination.
10. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.

11. Provide electronic access for Network Providers to driver license and/or motor vehicle information 24 hours a day, 7 days per week other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00AM to 10:00AM.

B. The Requesting Party agrees to:

1. For a Network Provider, submit no less than 5000 transactions per month. *[This does not apply to Government Entities.]*
2. For a Government Entity, driver license, motor vehicle, or traffic crash information may only be used for the express purposes originally agreed to by the Government Entity and Providing Agency. Information obtained from the Providing Agency by a Government Entity shall not be retained by the Government Entity or resold to any Third Party.
3. Be responsible for interfacing with any and all Third Party end users. The Providing Agency will not interact directly with any Third Party end users. Requesting Party shall not give Third Party end users the name, E-mail address, and /or telephone number of any Providing Agency employee without the express written consent of the Providing Agency. *[This does not apply to Government Entities.]*
4. Maintain a help desk for its Third Party end users. Personnel assigned to this help desk shall be fully trained on all aspects of the electronic access and shall be prepared to answer all Third Party end user questions. In cases where the Requesting Party/Network Provider help desk personnel are unable to answer a question from a Third Party end user and that question must be answered by Providing Agency personnel; the Requesting Party shall obtain the answer from the Providing Agency and then relay the answer to the Third Party end user. *[This does not apply to Government Entities.]*
5. Insure that its employees and agents comply with Section V. Safeguarding Information procedures of this MOU.
6. Not assign, sub-contract, nor otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.
7. Use the information received from the Providing Agency only for the purposes authorized by this agreement.
8. Protect and maintain the confidentiality and security of driver license, motor vehicle, and traffic crash information received from the Providing Agency in accordance with this MOU and applicable state and federal law.
9. To the extent allowed by 768.28, Florida Statutes, the Requesting Party shall defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized use or dissemination of information provided by the Providing Agency.
10. Update user access permissions upon termination or reassignment of users within 5 working days and immediately update user access permissions upon discovery of negligent, improper, or unauthorized use or dissemination of information. Conduct quarterly quality control reviews to ensure all current users are appropriately authorized.
11. For all records containing personal information released to a Third Party, maintain for a period of 5 years, records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used. The Requesting Party shall make these records available for inspection upon request by the Providing Agency. *[This does not apply to Government Entities.]*
12. Pay all costs associated with electronic access of the Providing Agency's driver license and/or motor vehicle and/or traffic crash information; such costs shall include all one time, recurring, and usage charges for all hardware, software, and services required to connect to and use the electronic access. Payment must be in advance of receiving any information or use electronic means as follows:

- Complete and sign the appropriate document(s) to allow the Providing Agency's designated banking institution to debit the Requesting Party's designated account.
- Maintain an account with a banking institution as required by the Providing Agency.
- Pay all fees due the Providing Agency by way of the Automated Clearing House account of the Providing Agency's designated banking institution. Collection of transaction fees from eligible and authorized Third Party end users is the responsibility of the Requesting Party.

V. Safeguarding Information

The Parties shall access, use and maintain the confidentiality of all information received under this agreement in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law. Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in sections 119.10 and 775.083, Florida Statutes. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons
- B. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- C. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- D. All personnel with access to the information exchanged under the terms of this agreement will be instructed of, and acknowledge in writing, the confidential nature of the information. Signed acknowledgements must be retained and updated annually by the Requesting Party.
- E. All personnel with access to the information will be instructed of, and acknowledge in writing, the criminal sanctions specified in state law for unauthorized use of the data. Signed acknowledgements must be retained and updated annually by the Requesting Party.
- F. All access to the information must be monitored on an on-going basis by the Requesting Party. In addition, the Requesting Party must complete an annual audit of at least 5% of all data accessed to ensure proper and authorized use and dissemination.
- G. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties attest that their respective agency procedures will ensure the confidentiality of the information exchanged will be maintained.

VI. Compliance and Control Measures

- A. **Internal Control Attestation** - This MOU is contingent upon the Requesting Party having appropriate internal controls of personal data sold or used by the Requesting Party to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. Upon request from the Providing Agency, the Requesting Party must submit an attestation from a licensed Certified Public Accountant performed in accordance with American Institute of Certified Public Accountants (AICPA) "Statements on Standards for Attestation Engagement", or alternatively by a currently licensed and independent Certified Information Systems Auditor (CISA) in accordance with Information Systems Audit and Control Association (ISACA) "IS Standards, Guidelines, and Procedures for Auditing and Control Professionals". In the event the Requesting Party is a governmental entity, the attestation may be provided by an internal auditor or inspector

general. The attestation must indicate that the internal controls of personal data have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The attestation must be received by the Providing Agency within 90 days of the written request. See Section XI for complete mailing address

- B. **Misuse of Personal Information** – The Requesting Party must immediately notify the Providing Agency and the individual whose personal information has been compromised of any unauthorized access, distribution, use, modification, or disclosure. The statement to the Providing Agency must provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information. Further, as provided in section 817.5681, Florida Statutes, the document must provide a statement advising if individuals whose personal information has been compromised have been notified and, if not, when they will be notified. The statement must include the corrective actions and the date these actions are completed by the Requesting Party. See Section XI for complete mailing address.
- C. The Providing Agency shall receive an annual affirmation from the Requesting Party indicating compliance with the requirements of this agreement no later than 30 days after the anniversary date of this agreement.

VII. Reimbursement Of Costs

Providing Agency will debit the account of the Requesting Party currently on file. The amount debited will be in accordance with sections 320.05 and 322.20 Florida Statutes and with this MOU. Specific fee calculations are incorporated by an attachment to this MOU. *[This does not apply to Government Entities.]*

VIII. Period of Performance

This MOU shall be effective upon the last signature of the Parties to this agreement and will remain in effect for three years from the date of execution, as provided in Section X. Once executed, this MOU supersedes all previous agreements for these conditions of services defined in Section I.

IX. Amendments

- A. This MOU incorporates all prior negotiations, interpretations, and understandings between the Parties, and is the full expression of their agreement.
- B. This MOU may be subsequently amended by written agreement between the Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU and its numbered addendums must be by written agreement executed by both Parties.
- C. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

X. Termination

- A. This agreement may be terminated for cause by either party upon finding that the terms and conditions contained herein are not being followed. No written notice or notifying period will be required.
- B. This agreement is subject to unilateral cancellation by the Providing Agency without notice for failure of the Requesting Party to comply with any of the requirements of the MOU and applicable Florida Statutes, including section 119.0712(2), Florida Statutes.
- C. The Contract may be terminated upon thirty (30) days notice in writing to the Contract Manager without penalty to either party. All obligations of either party under the contract will remain in force during the thirty (30) day notice period.

XI. Agency Contacts

Any and all inquiries or written communications pertaining to this MOU shall be sent to the Contract Administrator.

Gregory Bickford – Contract Administrator
Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Neil Kirkman Building, Room B-418, MS 31
Tallahassee, Florida 32399-0524
(850) 617-3203 – Phone
(850) 617-5115 – Fax

The Contract Managers responsible for management and monitoring of the performance of the terms and conditions of this MOU are as follows:

Driver License and Insurance Records

Dana Reiding – Contract Manager
Chief of Driver License Records – DDL
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room A234, MS 89
2900 Apalachee Parkway
Tallahassee, Florida 32399-0575

Network Providers

Dana Reiding – Contract Manager
Boyd Walden – Contract Manager

Motor Vehicle and Vessel Records

Boyd Walden – Contract Manager
Chief of Titles and Registrations – DMV
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room A338, MS 68
2900 Apalachee Parkway
Tallahassee, Florida 32399-0530

Crash Records

Jim Hage – Contract Manager
Crash Records Manager
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room B431, MS 20
2900 Apalachee Parkway
Tallahassee, Florida 32399-0500

IN WITNESS HERETO, the PARTIES have executed this Agreement by their duly authorized officials.

Requesting Party:

ShadowSoft, Inc.
7750 N. MacArthur Blvd. Suite 120-290
Irving, Texas 75063

By: _____



Digitally signed by Bruce Stringfellow
Location: Dallas County Texas USA
Date: 2008.12.29 11:01:36 -06'00'

Bruce Stringfellow

Printed/Typed Name

President, ShadowSoft, Inc.

Title

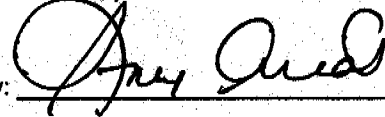
December 29, 2008

Date

Providing Agency:

Florida Department of Highway Safety
and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399

By: _____



Stacy Arias

Printed/Typed Name

Chief of Purchasing & Contracts

Title

2/17/09

Date

ATTACHMENT 3
Requesting Party to Obtain Driver License Record Information Through
Division of Driver License Bureau of Records
Contract Number HSMV-0840-09

- I. Access Method or Condition. The Requesting Party shall attest to their respective statutory eligibility by completing the DPPA Form (HSMV 96015).
- II. Access Specifications.
- III. Fee Schedule. State of Florida's designated banking institution is:

Bank of America
 Cash Management Office
 315 South Calhoun Street
 Tallahassee, Florida 32301

Specific Fee Charges for Remote Electronic Data Exchange Transactions	
Data Exchange Transactions	Fee per transaction for
Provide weekly an electronic file update of new additions, changes and deletes of the FL driver license file. Payment for this data is performed through a electronic debit account	\$0.01 per record

IV. Requesting Party Information. Requesting Party contact information is as follows (all information required).

Technical Contact name (printed or typed): Bruce Stringfellow
 Phone number: 972.869.2471 E-mail address: Bruce@shadowsoft.com

Requesting Party:

ShadowSoft, Inc.
 7750 N. MacArthur Blvd. Suite 120-290
 Irving, Texas 75063

Providing Agency:

Florida Department of Highway Safety
 and Motor Vehicles
 2900 Apalachee Parkway
 Tallahassee, Florida 32399

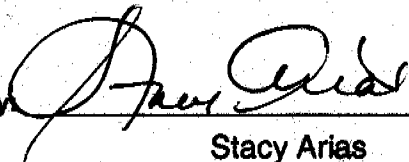
Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.

By:  Digitally signed by Bruce Stringfellow
 Location: Dallas County Texas USA
 Date: 2008.12.29 11:02:02 -08'00'
Bruce Stringfellow

Printed/Typed Name

Title: President, ShadowSoft, Inc.

Date: December 29, 2008

By: 
Stacy Arias

Printed/Typed Name

Title: Chief of Purchasing & Contracts

Date: 2/17/09

ATTACHMENT 7

Requesting Party Data Access Specifications

Contract Number HSMV-0840-09

- I. Access Method or Condition. The Requesting Party shall attest to their respective statutory eligibility by completing the DPPA Form (HSMV 96015).
- II. Access Specifications. Please identify what area within your organization that requires this data and provide detailed information of how this information is to be used by a third party.

Florida driver license information received will be used in accordance to the acceptable uses as outlined in the Federal Driver Privacy Protection Act (DPPA) and 119.0712 Florida Statutes.

- III. Requesting Party Information. Requesting Party contact information is as follows (all information required):

Managerial and Technical Point of Contact's Name: Bruce Stringfellow

Phone number: 972.869.2471

Email address is: Bruce@shadowsoft.com

Requesting Party:

ShadowSoft, Inc.
7750 N. MacArthur Blvd. Suite 120-290
Irving, Texas 75063

Providing Agency:

Florida Department of Highway Safety
and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.

By:  Digitally signed by Bruce Stringfellow
Location: Dallas County Texas USA
Date: 2008.12.29 11:02:26 -06'00'

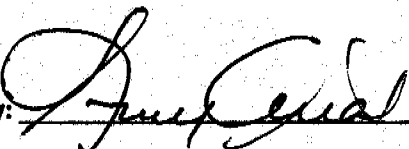
Bruce Stringfellow

Printed/Typed Name

President, ShadowSoft, Inc.

Title

Date: December 29, 2008

By: 

Stacy Arias

Printed/Typed Name

Chief of Purchasing & Contracts

Title

Date: 2/17/09

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
Request For Exempt Personal Information In A Motor Vehicle/Driver License Record

Section 119.0712(2), Florida Statutes, and the Driver's Privacy Protection Act, 18 United States Code sections 27212725 ("DPPA") make personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address, telephone number, medical or disability information, and emergency contact information. Personal information does not include information related to vehicular crash data (such as occurrence of a crash, speed, vehicle identity, alcohol use, location and cause of crash), driving violations, and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exceptions provided in section 119.0712(2), F. S., and DPPA, which are listed on the back of this form. A request for information may be made in letter form (on company/agency letterhead, if appropriate) stating the nature of the request, the exception under which the request is made, the use of the information, and a statement that the information will not be used or redisclosed except as provided in s. 119.0712(2)(b), F.S., and DPPA, or by completing the information below.

Please complete either Part I or Part II:

Part I:

I am an individual requesting personal information contained in the motor vehicle, vessel, crash or driver license record of the following individual(s) (attach additional pages if necessary), under exception number _____, as listed on the reverse side of this form:

Name: _____

Vehicle/Vessel Title Number: _____ Vehicle License Plate Number: _____

Florida Driver License/Identification Card Number: _____

Florida Traffic Crash Report Number: _____

Section 316.066(5)(a), F.S. limits who may obtain a crash report within 60 days after the report is filed. I declare that I am qualified to obtain this information under Crash Report exception number _____, as listed on the reverse side of this form. Proof of identification is required.

Part II:

I am a representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exception number 4 (see below), as listed on the reverse side of this form.

I understand that I may not use or redisclose this personal information except as provided in s. 119.0712(2), F.S., and DPPA and that any use or redisclosure in violation of these statutes may subject me to criminal sanctions and civil liability.

The information will be used as follows (attached additional page, if necessary):

ShadowSoft is a contractor for PublicData.com. ShadowSoft will insure PublicData's and its Customer's DPPA exception declaration compliance.

PublicData will be using the provided data under DPPA exception 4 to verify the identity of its Customers. PublicData has, and will continue, to provide data access to its Customer's under FL Statute 119.0712(2)(e)2 and will continue to comply with 119.0712(2)(e)3 as well as all State and Federal DPPA laws.

ShadowSoft, Inc

Company or Agency Name (if applicable)

Bruce Stringfellow, President, ShadowSoft, Inc.

Printed Name of Requestor or Authorized Agent

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Exempt Personal Information In A Motor Vehicle/Driver License Record and that the facts stated in it are true.

[Signature]
Signature of Requestor or Authorized Agent

December 29, 2008

Date

DRIVER'S PRIVACY PROTECTION ACT EXCEPTIONS

1. For use in connection with matters of motor vehicle or driver safety theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of nonowner records from the original owner records of motor vehicle manufacturers, to carry out the purposes of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act, the Clean Air Act, and chapters 301, 305, and 321331 of title 49 U.S.C.
2. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out its functions.
3. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including survey research; and removal of nonowner records from the original owner records of motor vehicle manufacturers.
4. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a. To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
5. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any court or agency or before any selfregulatory body for:
 - a. Service of process by any certified process server, special process server, or other person authorized to serve process in this state.
 - b. Investigation in anticipation of litigation by an attorney licensed to practice law in this state or the agent of the attorney; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - c. Investigation by any person in connection with any filed proceeding; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - d. Execution or enforcement of judgments and orders.
 - e. Compliance with an order of any court.
6. For use in research activities and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
7. For use by any insurer or insurance support organization, or by a selfinsured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.
8. For use in providing notice to the owners of towed or impounded vehicles.
9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this paragraph. Personal information obtained based on an exempt driver's record may not be provided to a client who cannot demonstrate a need based on a police report, court order, or a business or personal relationship with the subject of the investigation.
10. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. ss. 31301 et seq.
11. For use in connection with the operation of private toll transportation facilities.
12. For any use if the requesting person demonstrates that he or she has obtained the written consent of the person who is the subject of the motor vehicle record.
13. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.
14. For any other use if the person to whom the information pertains has given express consent on a form prescribed by the department. Such consent shall remain in effect until it is revoked by the person on a form prescribed by the department.

CRASH REPORT EXCEPTIONS

1. I am a party involved in the crash.
2. I am a legal representative to a party involved in the crash or an immediate relative.
3. I am a licensed insurance agent to a party involved in the crash, their insurer or insurers to which they applied for insurance coverage.
4. I am a person under contract to provide claims or underwriting information to a qualifying insurance company.
5. I am a prosecuting attorney.
6. I represent a radio or television station licensed by the FCC or newspaper qualified to publish legal notices or a free newspaper of general circulation, which qualifies under statute.
7. I represent a local, state, or federal agency that is authorized by law to have access to these reports.
8. I represent a Victim Service Program, as defined in Section 316.003(85), Florida Statutes.