

**ON-LINE ACCESS AGREEMENT
BETWEEN
ILLINOIS SECRETARY OF STATE
AND
ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR RETRIEVING COMPUTER STORED INFORMATION**

WHEREAS, the Illinois State Toll Highway Authority, with its principal address at 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, ("Tollway"), seeks to obtain information maintained on the computer files of the Driver Services Department of the Office of the Secretary of State of Illinois, with its principal address at the Driver Services Department, 298 Howlett Building, Springfield, Illinois 62756 and of the Vehicle Services Department of the Office of the Secretary of State of Illinois, with its principal address at 312 Howlett Building, Springfield, Illinois 62756 (both collectively referred to as "SOS"), pertaining to one or more groups of files described in Section 1 Computer Access;

WHEREAS, Tollway is entitled to certain information maintained in such files which is now available by a manual search of the SOS records for the purposes of removing previously requested registration suspensions once the owners are in compliance and for responding to customer inquiries and requests for problem resolution when providing customer service;

WHEREAS, the files prescribed in Section 1, Computer Access are "unprotected" in that any party possessing the required access code can obtain virtually all information contained in the files;

WHEREAS, the SOS has decided to grant Tollway retrieval access to these files by on-line access, subject to certain access code security requirements;

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements of the parties, and other consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed by and between Tollway and SOS, that the following terms and conditions shall control the agreed access to computer files:

1. COMPUTER ACCESS:

SOS will provide on-line access to Tollway six days a week (Monday, 12:00 a.m. through Saturday, 11:59 p.m.). Tollway will be authorized to access the following database files ONLY:

From the Driver Services Department: name and address information currently on file and access to a modified external abstract excluding information concerning records of driver remedial or rehabilitative program which is required pursuant to a Court Order of Court Supervision in relation to a driver's arrest for DUI "55 Code." The accident information is to be used only for the purpose of

Section 6-206.1 of the Illinois Vehicle Code and not for violations of Section 11-412 of the Illinois Vehicle Code.

From the Vehicle Services Department: Vehicle title and registration data limited to name, address, and vehicle make, model, license plate and vehicle identification number including, but not limited to, dealer plates.

- a. SOS will provide computer-stored information to Tollway.
- b. Tollway will provide equipment compatible with SOS computer equipment, as determined by the Director of Information Technology. SOS reserves the right to make changes in the hardware and/or software required for this service. However, should such a change affect Tollway's current computer equipment, Tollway may terminate this agreement under Section 4. The following equipment, subject to change, is approved for users of the computer access service:

Personal computer capable of running PCS3270 Software (IBM or compatible system recommended).

2. FEES AND COMPUTER EQUIPMENT:

Tollway will be responsible for and acknowledges the following:

- a. Whereas Seeker currently has a connection to the Illinois Central Management Services (CMS) mainframe for terminal access, that same connection and access method shall be used for access to the SOS system. Any additional costs incurred as a result of this access shall be the responsibility of the Seeker. Should this connection to CMS be discontinued for any reason, SOS must, in writing, approve a new connection method.
- b. Seeker agrees to pay all applicable statutory fees in effect as currently prescribed, or as amended in the future, by 625 ILCS 5/2-123 of the Illinois Vehicle Code entitled, "Sale and Distribution of Information" and 92 Ill. Adm. Code 1002.30.
- c. Pursuant to 92 Ill. Adm. Code 1040.105 and in order to cover reasonable costs incurred by the SOS, Tollway shall reimburse the SOS the following:
 - 1) \$20 per certification from Tollway to suspend the driver's license and/or privileges of the violator;
 - 2) \$5 per certification from Tollway to suspend the Vehicle registration of a violator; and

- 3) \$50 for each administrative hearing conducted by the SOS in connection with the suspension of the driver's license and/or driving privileges or vehicle registration of a violator.

3. COMPUTER SECURITY:

- a. Tollway shall take any and all lawful measures necessary to prevent the unauthorized use and disclosure of SOS information and to prevent unauthorized persons or entities from obtaining or using such information. Tollway shall be liable for any unauthorized use and disclosure of SOS data. This includes, but is not limited to: accessing data bases without authority, allowing anyone not a party to this Agreement to access the database or to view SOS information or altering any existing SOS information in any form. Tollway must immediately report any unauthorized use or misuse of SOS information, as well as any breach of Tollway's security system that may involve SOS information, to SOS by contacting the Secretary of State Inspector General's Office (217/785-2012) and the Department of Information Technology Help Desk (217/557-9000).
- b. SOS will provide Tollway, in documents separate from this Agreement, with an agency code for VPN access. Tollway will be responsible for the security of this information, including the prevention of any unauthorized use. Ultimately, Tollway shall be responsible for any unauthorized use. Tollway acknowledges that SOS has the authority to change the requirements for accessing the system as technological, fiscal, security or other considerations dictate. SOS agrees to provide Tollway with as much prior notice of such changes as is practicable. Upon termination of this Agreement, Tollway shall immediately return to SOS all documents concerning access to SOS data, whether tangible, electronic or otherwise, in its custody, possession or control, and shall immediately cease using such access.
- c. Tollway shall provide to SOS the names, addresses and phone numbers of all persons responsible for managing SOS data or otherwise executing the provisions of this Agreement on behalf of the Tollway. SOS must issue an individual RACF ID to every officer and employee of Tollway before the officer or employee may access SOS data. *Under no circumstances may officers or employees of Tollway share a RACF ID.* When the Tollway no longer employs an officer or employee, Tollway must immediately notify SOS so that the RACF ID of that officer or employee can be terminated. Breach of the provisions of this paragraph shall be deemed a material breach and will result in this Agreement being terminated by SOS.

- d. Except as it relates to the clearing of suspensions, the Tollway may only retrieve data from the database(s) set forth in Section 1. Computer Access. Tollway may enter no information on any SOS file, nor may Tollway alter, or attempt to alter, any existing SOS file in any form.
- e. This Agreement authorizes the SOS or its representatives access to Tollway's system to audit, verify and assess security controls. Failure to provide adequate security controls is a material breach and cause for immediate termination.
- f. SOS security policies and data security standards, as amended, shall be incorporated into this Agreement by reference.

4. DATA MINING PROHIBITIONS:

- a. Tollway agrees to refrain from any type of data mining or web mining of SOS data.
- b. Prohibited data mining/web mining includes, but is not limited to, use of website copying software, web data pre-processing, creation of web metrics and mathematical models, web log analysis, static and dynamic visitor profiling, intelligent information retrieval, hyperlink analysis, use of spider, crawl or bot programs (vertical search engines), web usage mining, web structure mining, web content mining, data/information extraction, web information integration and schema matching, knowledge synthesis, segmenting, noise detection, use of topic-sensitive PageRank software, use of filtering techniques, meta-search engines, or any other type of automated search of information that goes beyond keyword extraction.
- c. Violation of this section is considered a material breach and will result in termination of online access.
- d. Data/Web mining is considered "Computer Tampering," a criminal act under the Illinois Criminal Code. A person who commits the offense of "Computer Tampering" is guilty of a Class 4 Felony. 720 ILCS 5/16D-3.

5. USE OF INFORMATION:

- a. Tollway agrees that it will obtain the data from SOS on an "AS IS" basis. Tollway acknowledges that SOS compiles the data as required by statute for its own public purposes, and that by providing such data to Tollway pursuant to this Agreement, SOS is providing only access convenient to Tollway. SOS assumes no responsibility for the accuracy of the data and disclaims any liability for damages, costs, and/or expenses, including,

without limitation, consequential damages, arising or resulting from any inaccurate data.

- b. Tollway represents that this request for information is in accordance with Federal and Illinois law. Tollway shall furnish a certified statement (in the form of a sworn and notarized affidavit) setting forth the specific uses being made of the data received from SOS and this certified statement is subject to the approval of SOS, which shall be incorporated into this Agreement as Exhibit A. Further, Tollway agrees neither to deviate from nor to alter the certified statement of specific uses without the prior express written consent of SOS. This Agreement authorizes SOS or its representative to audit Tollway, including any and all computer systems and documents to verify that the data is being used only in accordance with the certified statement.
- c. Tollway agrees that the data received in its original form will not be made available to other persons, firms, corporations, partnerships, members of the public, persons outside the employ or direct control of the Tollway or other entities without the prior express written consent of SOS.
- d. Pursuant to 92 Illinois Administrative Code 1002.60, should Tollway redisclose any personal information obtained from SOS in any manner allowed under this Agreement, Tollway shall, for a minimum of five (5) years, keep records identifying each person or entity that received such information and the permitted purpose for which the information was disclosed. Tollway will make said records available to SOS upon request by SOS.
- e. Except as it relates to violation enforcement efforts, Tollway shall not use the name of SOS or the State seal with respect to any data obtained through this Agreement, or for any other purpose.
- f. No person shall be allowed to access SOS's computer system or shall be allowed access to data obtained from SOS's computer system for reasons outside of the Tollway's intended and legitimate use of such information under this Agreement, as referenced in the certified statement of uses.
- g. While some of the data contained in such files is considered public information, some of the data to which Tollway is entitled is considered personally identifying information, the dissemination of which is limited by the Federal Drivers Privacy Protection Act, 18 USC 2721 et. seq. Tollway acknowledges that the improper dissemination of personally identifying information is a violation of the Federal Drivers Privacy Protection Act and that any individual who violates this Act is subject to criminal prosecution, fines and civil penalties of \$2,500 for each improper disclosure of information. Thus, all information whether displayed on the

screen or in printed form is for the EXCLUSIVE use of Tollway and shall not be provided to anyone not a party to this Agreement without prior express written consent of SOS. Tollway agrees that each of its officers and employees who will be given access to SOS information will be informed, in writing, of the limitations on the dissemination of this information and of the civil and criminal penalties for violating the Federal Drivers Privacy Protection Act. Each officer and employee shall acknowledge in writing the receipt of this information.

- h. All members of the public must, by law, purchase copies of abstracts for their own use from SOS as outlined in 625 ILCS 5/2-123 and 92 Illinois Administrative Code 1002.
- i. Tollway agrees not to use, sell, furnish, or otherwise make available drivers, vehicles or title lists or any other data supplied pursuant to this Agreement for commercial solicitation purposes, to contact individuals for advertising, offering for sale, marketing or sale of products or services; or identifying potential employees, except for the United States Armed Forces; or to update, enhance, or verify any information which may then be sold, offered or otherwise distributed to any user to directly or indirectly use such information to contact individuals for advertising, offering for sale, marketing or sale of products or services as set forth by Title 92, Illinois Administrative Code, Chapter II, Section 1002.42. A violation of this provision shall result in the SOS's denial of sale of information to the Tollway for a term of five (5) years.
- j. Should Tollway misuse SOS information or have a breach of its security systems that allows unauthorized users access to SOS information, Tollway shall be responsible for any costs SOS incurs in relation to notifying SOS customers of the unauthorized access and/or use of their information.
- k. Breach of any of these provisions contained within this section by the Tollway shall be deemed a material breach of this Agreement and shall result in the immediate termination of this Agreement.

6. FORCE MAJEURE:

Tollway acknowledges that SOS agrees to provide computer accessible stored data to Tollway as an accommodation to Tollway. SOS shall not be responsible for any failure to deliver data in a timely manner or at all, in the event that SOS suffers a breakdown of its computer stored information facilities, the failure of transmission equipment, fire, floods, earthquakes, explosions, acts of authority exercised by a public functionary, acts of a public enemy, legislation, governmental regulation or other such circumstances which are difficult to foresee and resist, and which impede the ability of SOS to provide the services

described in this Agreement, which shall be known as force majeure. SOS shall notify Tollway of an event of force majeure that may delay or preclude provision of the data contemplated under this Agreement, and shall notify Tollway when such force majeure no longer exists or precludes or delays such provision of data. SOS shall refund any payment made by Tollway for undelivered data; however, SOS shall have no further responsibility or liability to Tollway with respect to such undelivered data.

7. GOVERNING LAW AND JURISDICTION:

This Agreement is subject to the rules outlined in 92 Illinois Administrative Code 1002, and 1030.140, all relevant sections of the Illinois Vehicle Code and all federal laws, including the Federal Drivers Privacy Protection Act, 18 USC 2721 et seq. and the Fair Credit Reporting Act, 15 USC 1681 et seq. This Agreement shall be interpreted in accordance with the laws of the State of Illinois, U.S.A. Tollway agrees that any dispute arising under this Agreement which cannot be resolved amicably among the parties shall be submitted to the court of competent jurisdiction in the State of Illinois, to which jurisdiction Tollway hereby submits.

8. TERM AND TERMINATION:

- a. Term. The effective date of this Agreement shall be the date set out at the end hereof. This Agreement shall continue in effect until termination by either party pursuant to the terms hereof, or until the breach of any of the terms and conditions of this Agreement, and in particular Sections 3., 4. and 6., or by January 31, 2012, whichever comes first.
- b. Termination on notice. The parties shall each have the right to terminate this Agreement upon 5 days prior written notice to the other party provided that either party has been previously notified in writing of specific reasons for termination and either party has been allowed 45 days to cure the items indicated on the written notice. This shall not apply to termination pursuant to paragraph 8(c) below.
- c. Additional basis for termination. The SOS shall have the right to terminate this Agreement immediately if, at any time, Tollway shall breach any material provision of this Agreement.
- d. Survival of terms. The terms and conditions of Sections 2. Fees and Computer Equipment, 3. Computer Security, 5. Use of Information, and 7. Governing Law and Jurisdiction and this paragraph are substantive provisions constituting the essence of the Agreement and the obligations of the parties. These provisions shall survive termination of this Agreement until discharged by the parties.

9. NOTICE:

Any and all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, addressed to a party by name at the address first indicated above. Except as specifically provided herein, notices so given shall be deemed made when delivered to the addressee; provided, however, that if delivery of such mail is delayed or not effectuated for any reason other than temporary or permanent loss in, or substantial disruption of, the mails, then such notice shall be deemed to have been made on the 5th business day following the date of deposit in the United States mails. A receipt showing delivery of certified or registered mail, signed by the addressee or its agent or employee, or a written notification given in due course by the postal authority indicating the reason for non-delivery shall be sufficient evidence thereof, respectively. The aforesaid address for service of notice may be changed only by the changing party giving 10 days' notice thereof by certified or registered mail in the manner hereinabove provided, but there shall be no presumption of delivery of such notice of change of address in the absence of actual delivery. Nothing herein contained shall preclude the giving of written notice by any other lawful means.

10. GENERAL:

- a. Integrated Agreement. This Agreement is a part of the Intergovernmental Agreement between the parties concerning access by Tollway to the Computer Stored Information of the SOS which supersedes all previous agreement, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- b. Assignment. Tollway may not assign any right and obligation hereunder without the prior express written consent of the SOS. Any attempted assignment in violation of this provision shall be void and of no effect.
- c. Implementation. Each party hereto agrees to execute such further documents and take such further steps as the other party reasonably determines may be necessary or desirable to effectuate the purposes of this Agreement.
- d. Compliance. Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of any federal, state, or other governmental authority.

- e. Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto, unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce at any time any of the provisions of this Agreement or to require at any time performance of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.
- f. Severability. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.
- g. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only, and do not constitute a part of this Agreement.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
- i. Fiscal planning. The continuation of this contract and the obligations of the State are contingent upon the appropriation by the legislature or federal funding source of sufficient and appropriate funds to fulfill the requirements of the contract. If sufficient funds as determined by the State are not appropriated, the contract shall terminate on the first date in any fiscal year on which sufficient funds are no longer available. The State will give 30 days or as much notice as possible of an appropriation problem.
- j. Indemnification. Tollway agrees to indemnify and hold the SOS, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fine or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to the unauthorized access to and/or release of personal information resulting from the acts or omissions, including negligence or misconduct of Tollway, its employees, agents or subcontractors in the performances of this Agreement. Should Tollway misuse any SOS information or have a breach of its security systems that compromises the security of SOS information which results in SOS having

to notify its customers of the misuse or compromise of their information, Tollway shall bear all costs associated with said notification and breach.

- k. **Felony Conviction/Criminal Background Check.** Tollway certifies that neither Tollway nor any employee or officer of Tollway has been convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. (30 ILCS 500/50-10).

(REST OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of the 22nd day of MARCH, 20 10.

DATE: 02/09/10

ILLINOIS STATE TOLL HIGHWAY AUTHORITY



Michael King
Acting Executive Director

DATE: 2-19-10

STATE OF ILLINOIS
SECRETARY OF STATE



Michael J. Mayer, Director
Driver Services Department

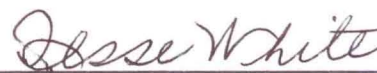
DATE: _____



STATE OF ILLINOIS
SECRETARY OF STATE
Ernest Dammenger, Director
Vehicle Services Department

DATE: 3/22/10

STATE OF ILLINOIS
SECRETARY OF STATE



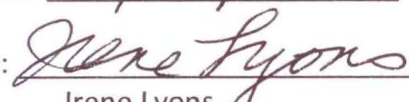
JESSE WHITE
SECRETARY OF STATE

Reviewed for Legal Sufficiency:

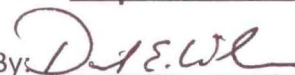
Approved as to Form and Constitutionality:

Date: 3/22/10

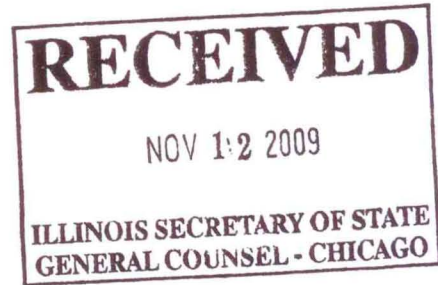
Date: 02/09/10

By: 

Irene Lyons
General Counsel
Illinois Secretary of State's Office

By: 

David E. Wilson
Senior Assistant Attorney General



November 9, 2009

Irene Lyons
General Counsel
Office of the Secretary of State
100 W. Randolph St. #5-400
Chicago, IL 60601

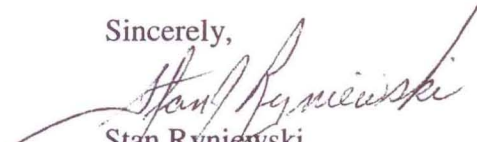
Re: Access to SOS System

Dear Ms. Lyons:

Please accept this letter as a Certified Statement of Use pertaining to the Illinois State Toll Highway Authority's ("Tollway") access to certain driver license and vehicle registration information maintained by the Secretary of State. The purpose of this access is to facilitate the issuance of notices of toll violation and the suspension of vehicle registrations and drivers licenses relative thereto. The Tollway's access to said information will be governed by the terms and conditions of the intergovernmental agreement between the parties as well as the terms and conditions of any applicable on-line access agreement. As we have discussed previously, the Tollway utilizes the services of a vendor, currently Electronic Transaction Consultants ("ETC"), to assist in the violations processing effort. As such, ETC may also be involved in the transmission and receipt of information pursuant to the intergovernmental agreement. It is expressly understood by the Tollway that as a result of its involvement, ETC may be required to share certain information with the Secretary of State relative to a network security assessment. The Tollway will ensure that ETC provides full cooperation in that regard.

Please do not hesitate to contact me should you have any questions.

Sincerely,


Stan Ryniewski
Chief of Business Systems



ILLINOIS TOLLWAY
2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988
www.illinoistollway.com

From: Sieg'l, Teri [mailto:tsieg'l@getipass.com]
Sent: Tuesday, March 02, 2010 10:33 AM
To: Lyons, Irene
Cc: Wilson, Dave
Subject: RE: ONLINE ACCESS AGMT SOS AND ISTHA RE STORED INFO_11252009.pdf

Following are the Tollway employees with access to the SOS system.

Teri L. Sieg'l
Kevin Foster
Vanessa Marquez
Pete Angelopoulos
Christine Benn
Sharon Rosato

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS SECRETARY OF STATE
AND
ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR PURCHASING COMPUTER STORED INFORMATION & PROCESSING VEHICLE REGISTRATION AND
DRIVER'S LICENSE SUSPENSIONS**

WHEREAS, Illinois State Toll Highway Authority, with its principal address at 2700 Ogden Avenue, Downers Grove, IL 60515, ("Tollway"), seeks to purchase information maintained on the computer files of the Driver Services Department of the Office of the Illinois Secretary of State, with its principal address at Driver Services Department, 298 Howlett Building, Springfield, IL 62756 and the Vehicles Services Department of the Office of the Secretary of State, with its principal address at Vehicle Services Department, 312 Howlett Building, Springfield, Illinois 62756 (both collectively referred to as "SOS"); and

WHEREAS, Tollway is entitled to purchase and obtain certain information maintained in such files which is now available by a manual search of SOS records; and

WHEREAS, Tollway wishes to enjoy the convenience and economy of buying such files in bulk through access to the SOS computer stored information, Tollway will submit a file containing plate numbers which SOS will match to the Registration database and will return a file containing owner name, address, driver's license number (if available as part of the registration record) and vehicle information for those plates that match the SOS database; and

WHEREAS, Tollway will submit data files to SOS of the persons for whom they are requesting driver license suspensions for failure to satisfy Tollway violations. This data file will include the driver's license number and the address to which the Tollway sent the vehicle plate suspension notices. Thereafter, SOS will determine the address recorded in the SOS driver's license database and compare it to the address to which the Tollway sent vehicle plate suspension notices. If the addresses do not match, SOS will not process the driver's license suspension for which the address does not match. SOS will return the file to Tollway with the updated address listed on the driver's license record for those that did not match. File Transfer Protocol (FTP) will be used for all data exchanges; and

WHEREAS, SOS is willing to provide Tollway with access to bulk computer stored information concerning vehicle registration and drivers services records, subject to certain limitations; and

WHEREAS, SOS desires access to the Violators Section of the Violations Processing System ("VPS") portion of the Tollway's RITE system in order to review license plate images associated with vehicle registrations that are submitted for suspension.

NOW THEREFORE, in consideration of the premises, the mutual agreements of the parties, and other consideration, the adequacy of which is hereby acknowledged, Tollway and SOS hereby agree to

the following terms and conditions for the bulk purchase of certain information contained in SOS computer files and SOS access to the Tollway's RITE system:

1. DEFINITIONS

- a. Account File – an account assigned by SOS to Tollway for the purpose of submitting Request Files and receiving processed Request Files.
- b. Audit Listing - a computer generated list containing serial numbers, date of inquiry, fee, driver's license number, error code and agency code for Tollway. The last page indicates total fee amount, number of inquiries, number of error codes and error code description.
- c. Record Inquiry - a request for information contained in a specific driver or vehicle record.
- d. Request File - a compilation of record inquiries submitted in a single file to SOS.
- e. Response - information about a specific record inquiry or an error code explaining why an inquiry cannot be processed.
- f. Window Period - a period of time when the Tollway may retrieve a request file processed by SOS. If the Tollway submits a request file by 6:00 p.m. Central Standard time, SOS will process the request file within 24 hours.

2. COMPUTER ACCESS

SOS shall assign Tollway an account file for submission and retrieval of request files. Direct access to any SOS database for obtaining computer stored information shall be governed by the terms herein and the applicable On-Line Access Agreement to be attached hereto and made a part hereof.

- a. Submission of request file. Tollway may submit, through its assigned account file, a daily request file for processing by SOS between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, excluding state holidays.
- b. Request file format. Tollway shall submit inquiries on its daily request file in the format as determined by the Director of Information Technology of SOS.
- c. Processing request file. SOS shall process all timely submitted weekly request files for retrieval by the next available window period. SOS shall provide a response to each record inquiry on a daily request file.

- d. Retrieval of request file. Tollway may retrieve the processed request file from SOS's next available window period immediately following the timely submission of Tollway request file, provided, in the event of force majeure as described in Section 8, *infra*, SOS will make retrieval of the processed request file available for retrieval as soon as reasonably possible thereafter.
- e. Special project requests. At its sole discretion, SOS may permit Tollway to submit a special project request file(s) in addition to its daily request file. Tollway must make and SOS must receive a written request to submit such a file at least 72 hours prior to the date the Tollway desires to submit the file to SOS for processing. Prior consent from SOS is required for the submission of a Special Request File. The determination of whether to grant such a request lies solely with the Director of Information Technology, based upon current workload, staffing, and other relevant factors.

3. FEES AND EQUIPMENT

- a. Request file fees. Pursuant to 92 Illinois Administrative Code 1040.105, Tollway assumes responsibility for the expenses and statutory and regulatory fees associated with the certified requests for suspension. Tollway shall be charged the rate of \$100 per batch for batch processing, as set forth in 92 Illinois Administrative Code 1002.30. In the event that 92 Illinois Administrative Code 1002.30 is amended to increase the fee charged, Tollway shall have the option to continue this Agreement at the new fee or terminate the Agreement under Section 9, *infra*.
- b. Equipment connection. Tollway shall be responsible for obtaining and paying for all equipment and related telecommunication services needed to access and communicate with SOS. Currently, this requires the Tollway to have, or to be, an Internet service provider. SOS shall be responsible for obtaining and paying for all equipment and related telecommunications services needed to access the Tollway's RITE system.
- c. Test request files. SOS shall allow Tollway to make up to 3 test request file runs per year if necessary, for each application, of no more than 50 record inquiries at no charge to Tollway, to determine if the system is operating properly. Any additional test runs will be charged to Tollway at the same statutory fee per inquiry, as outlined in Section 3.a., *supra*.

4. VEHICLE REGISTRATION SUSPENSIONS

- a. Pursuant to requirements established by the Tollway, SOS shall have "read only" access to the VPS section of the Tollway's RITE system. The purpose of this access is expressly limited to the review of plate images associated with vehicle registrations that are submitted to SOS by the Tollway for vehicle registration suspension. SOS shall provide the workstation Names and IP Addresses that will be used to access the Tollway's VPS application (no more than 10). This information is required to ensure compliance and

documentation with the Tollway's internal security standards. The VPS application has built-in security parameters that require the requested information. The number of logins requested cannot exceed the number of workstations identified. Additionally, each user assigned to access the system will be required to complete and sign an "appropriate use agreement".

- b. Vehicle registration suspension request files that are sent to SOS by the Tollway will be reviewed by SOS within ten (10) working days of receipt of the file. Confirmation of said review will be sent by SOS to the Tollway within said ten (10) working days per the existing practice of the parties.

5. DRIVERS LICENSE SUSPENSIONS

- a. Tollway shall furnish, on a weekly basis, an FTP file of all persons whose driver's license the Tollway wishes to suspend. This FTP file shall contain a PDF of the certified report that was mailed to the offender. This FTP file shall also contain a spreadsheet containing the name, driver's license number, notice number and plate number of all certified reports sent to the SOS that week.
- b. Drivers license suspension request files that are sent to the SOS by the Tollway will be reviewed by SOS. SOS will return the spreadsheet to the Tollway indicating the driver's licenses that will be suspended, the effective date of those suspensions, the names of those drivers whose license will not be suspended and the reason why SOS will not suspend.
- c. Upon satisfaction of the toll violations, the Tollway shall send to SOS, via fax or some other agreed upon method, a notice of final disposition indicating that the toll violation has been satisfied. SOS shall process the dispositions as received. A weekly report will be sent to the Tollway containing the driver's license number of the records that have been cleared of suspension indicating the effective date of the clearance.

6. BILLING PROCEDURE

Except as otherwise provided herein, Tollway will make payments via check or money order, payable to the "Secretary of State."

7. USE OF INFORMATION

- a. Tollway agrees that it will obtain the processed request files from SOS on an "AS IS" basis. Tollway acknowledges that the information contained in such files is compiled by SOS as required by statute for its own public purposes, and that by providing such information to Tollway pursuant to this Agreement, SOS is providing only access convenient to Tollway. SOS assumes no responsibility for the accuracy of the data contained in the processed request files and disclaims any liability for any damages

including, without limitation, consequential damages arising or resulting from any inaccurate information contained in such processed request files.

- b. Both parties represent that this exchange of information is in accordance with Federal and Illinois law. The SOS and the Tollway shall each furnish a certified statement (in the form of a sworn and notarized affidavit) confirming the specific uses of the information received from and subject to the approval of SOS and the Tollway, which shall be incorporated into this Agreement as Exhibits B. Further, both parties agree neither to deviate from nor to alter the certified statement of specific uses without the prior express written consent of the other party.
- c. This Agreement authorizes either party or its representative to audit the other party, including any and all computer systems and documents to verify that the data is being used only in accordance with the certified statement.
- d. Either party must immediately report any unauthorized use or misuse of the other party's information, as well as, any breach of that party's security system that may involve the other party's information, to SOS by contacting the Secretary of State Inspector General's Office (217/785-2012) and the Department of Information Technology Help Desk (217/557-9000), and to the Tollway by contacting the Chief of Business Systems (630/241-6800 ext. 4301).
- e. Both parties agree the information received will not be made available to other persons, firms, corporations, partnerships, members of the public, persons outside the employ or direct control of either party or other entities without the prior express written consent of the other party, other than as stated in the Certified Statement of Use.
- f. Pursuant to 92 Illinois Administrative Code 1002.60, should Tollway redisclose any personal information obtained from SOS in any manner allowed under this Agreement, Tollway shall, for a minimum of five (5) years, keep records identifying each person or entity that received such information and the permitted purpose for which the information was disclosed. Tollway shall make said records available to SOS upon request.
- g. Tollway shall only use the name of SOS or the State seal with respect to any information obtained through the processed request file as may be necessary in the interests of Tollway's violation enforcement efforts.
- h. Upon execution of this Agreement, both parties shall promptly, and from time to time thereafter, provide to each other the names, addresses and phone numbers of all persons responsible for managing request files or otherwise executing the provisions of this Agreement on behalf of each party.

- i. No person shall be allowed to access the other party's computer system or shall be allowed access to data obtained from the other party's computer system for reasons outside of either party's intended and legitimate use of such information under this Agreement, as referenced in the certified statement of uses.
- j. Tollway agrees to abide by the Federal Fair Credit Reporting Act [15 USC 1681] and 625 ILCS 5/2-123 as exist now or are hereafter amended in the use of the information received from SOS. While some of the information contained in such files is considered public information, some of the information to which Tollway is entitled is personally identifying information, the dissemination of which is limited by the Federal Drivers Privacy Protect Act, 18 USC 2721 et seq. Tollway acknowledges that the improper dissemination of personally identifying information is a violation of the Federal Drivers Privacy Protection Act and that any individual who violates this Act is subject to criminal prosecution, fines and civil penalties of \$2,500 for each improper disclosure of information. Thus, all information whether displayed on the screen or in printed form is for the EXCLUSIVE use of the Tollway, in accordance with the certified statement of use, and shall not be provided to anyone not covered by the statement of use without prior express written consent of SOS. *Tollway agrees that each of its officers and employees who will be given access to SOS information will be informed, in writing, of the limitation on the dissemination of this information and of the civil and criminal penalties for violating the Federal Drivers Privacy Protection Act. Each officer and employee shall acknowledge, in writing, the receipt of this information.* This paragraph does not prohibit Tollway from using the information in the manner set forth in its certified statement.
- k. All members of the public, must, by law, purchase copies of abstracts for their own use from SOS, as outlined in 625 ILCS 5/2-123 and 92 Illinois Administrative Code 1002.
- l. Tollway agrees not to use, resell, furnish or otherwise make available driver, vehicle, or title lists, or any other information supplied pursuant to this Agreement for commercial solicitation purposes, to contact individuals for advertising, offering for sale, marketing or sale of products or services; or identifying potential employees, except for the United States Armed Forces, or to update, enhance, or verify any information which may then be sold, offered or otherwise distributed to any user to directly or indirectly use such information to contact individuals for advertising, offering for sale, marketing or sale of products or services as set forth by Title 92, Illinois Administrative Code, Chapter II, Section 1002.42. A violation of this provision shall result in the SOS's denial of the sale of information to the Tollway for a term of 5 years.
- m. Should either party misuse the other party's information or have a breach of its security systems that allows unauthorized users access to the other party's information, that party shall be responsible for any costs the other party incurs in relation to notifying its customers of the unauthorized access and/or use of their information.

- n. Breach of any of the provisions contained within this section shall be deemed a material breach of this Agreement and shall result in the immediate termination of this Agreement.

8. COMPUTER SECURITY

- a. Both parties shall take any and all lawful measures necessary to prevent the unauthorized use, release and/or disclosure of information and to prevent unauthorized persons or entities from obtaining, accessing, or using such information. SOS shall not disclose or use the information provided in the Tollway request file in a manner inconsistent with the Certified Statement of Use. The Tollway shall be liable to the SOS for any unauthorized use and disclosure of SOS data. This includes, but is not limited to: allowing anyone not a party to this Agreement to access the database or to view the information or alter any existing information in any form. Both parties agree to immediately report any unauthorized use. The Tollway will contact the Secretary of State Inspector General's Office at 217-785-2012 and the Department of Information Technology Help Desk at 217-557-9000 and the SOS will notify the Tollway by contacting the Chief of Business Systems at 630-241-6800 ext. 4301.
- b. SOS will provide Tollway, in documents separate from this Agreement, with an agency code for access. The Tollway will provide the SOS, in documents separate from this Agreement, with the requirements for access to the Tollway's RITE system. Both SOS and the Tollway will be responsible for the security of this information, including any unauthorized use. Both parties acknowledge that they each have the authority to change the requirements for accessing the system as technological, fiscal, security or other considerations dictate. Both parties agree to provide the other with as much prior notice of such changes as is practicable. Upon termination of this Agreement, both parties shall return immediately to each other all documents concerning access to the account file, whether tangible, electronic or otherwise, in its custody, possession or control, and shall immediately cease using such access.
- c. This Agreement authorizes Tollway or its designated representative operating on its behalf (pursuant to the representative's agreement with SOS), only to submit and retrieve request files from the account file. Tollway may enter no information on any SOS file, nor may Tollway alter, or attempt to alter, any existing SOS file in any form. This Agreement only provides SOS with "read only" access to the Violators Section of the VPS portion of the Tollway's RITE system. The SOS may enter no information on any Tollway file, nor may SOS alter, or attempt to alter, any existing Tollway file in any form.
- d. Each party shall permit the other to make security inspections as are reasonably necessary to satisfy each other as to compliance with the terms of this Agreement. Failure to provide adequate security controls is a material breach and cause for immediate termination.

9. FORCE MAJEURE

Each party acknowledges that the other agrees to provide computer accessible stored information as an accommodation. Neither party shall be responsible for any failure to deliver processed request files in a timely manner, or at all, in the event that either party suffers a breakdown of its computer stored information facilities, the failure of transmission equipment, floods, fires, earthquakes, explosions, acts of authority exercised by a public functionary, acts of a public enemy or other such circumstances which are difficult to foresee and resist, and which impede the ability of either party to provide the services described in this Agreement, which shall be known as force majeure. The affected party shall notify the other of an event of force majeure which may delay or preclude provision of the processed request files contemplated under this Agreement, and shall notify the other when such force majeure no longer exists or precludes or delays such provision of processed request files. SOS shall refund any payment made by Tollway for an undelivered processed request file; however, neither party shall have further responsibility or liability to the other with respect to such undelivered processed request file.

10. GOVERNING LAW AND JURISDICTION

This Agreement is subject to the rules outlined in 92 Ill. Adm. Code 1002, all relevant sections of the Illinois Vehicle Code and the Federal Drivers Privacy Protection Act, 18 USC 2721 et seq. This Agreement shall be interpreted in accordance with the laws of the State of Illinois, U.S.A. The parties agree that any dispute arising under this Agreement which cannot be resolved amicably among the parties shall be submitted to a court of competent jurisdiction in the State of Illinois, to which jurisdiction both parties hereby submit.

11. TERM AND TERMINATION

- a. Term. The effective date of this Agreement shall be the date set out at the end hereof. This Agreement shall continue in effect until termination by either party pursuant to the terms hereof, or until the breach of any of the terms and conditions of this Agreement, and in particular Sections 6 and 8, or by January 31, 2012, whichever comes first.
- b. Termination on notice. The parties shall each have the right to terminate this Agreement upon 5 days prior written notice to the other party provided that either party has been previously notified in writing of specific reasons for termination and either party has been allowed 45 days to cure the items indicated on the written notice. This shall not apply to termination pursuant to paragraph 11(c) below.
- c. Additional basis for termination. Either party shall have the right to terminate this Agreement immediately if, at any time, the other party shall breach any material provision of this Agreement.

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- d. Survival of terms. The terms and conditions of Sections 3. Fees and Computer Equipment; 4. Billing Procedure; ~~7~~ 7. Use of Information; and ~~8~~ 8. Governing Law and Jurisdiction; and this paragraph are substantive provisions constituting the essence of the Agreement and the obligations of the parties. These provisions shall survive termination of this Agreement until discharged by the parties.

12. NOTICE

Any and all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, addressed to a party by name at the address first indicated above. Except as specifically provided herein, notices so given shall be deemed made when delivered to the addressees; provided, however, that if delivery of such mail is delayed or not effectuated for any reason other than temporary or permanent loss in, or substantial disruption of the mails, then such notice shall be deemed to have been made on the 5th business day following the date of deposit in the United States mails. A receipt showing delivery of certified or registered mail, signed by the addressee or its agent or employee, or a written notification given in due course by the postal authority indicating the reason for non-delivery shall be sufficient evidence thereof, respectively. The aforesaid addresses for services of notice may be changed only by the changing party giving 10 days notice thereof by certified or registered mail in the manner hereinabove provided, but there shall be no presumption of delivery of such notice of change of address in the absence of actual delivery. Nothing herein contained shall preclude the giving of written notice by any other lawful means.

13. GENERAL

- a. Integrated Agreement. This Agreement constitutes the entire agreement between the parties concerning access by the parties to the computer stored information referenced herein and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- b. Assignment. Neither party may assign any right and obligation hereunder without the prior express written consent of the other. Any attempted assignment in violation of this provision shall be void and of no effect.
- c. Implementation. Each party hereto agrees to execute such further documents and take such further steps as the other party reasonably determines may be necessary or desirable to effectuate the purposes of this Agreement.
- d. Compliance. Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of any federal, state, or other governmental authority.

- e. Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto, unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce at any time any of the provisions hereof, shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.
- f. Severability. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.
- g. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- i. Indemnification. To the extent provided by law, each party agrees to indemnify and hold the other, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to the unauthorized access to and/or release of personal information resulting from the negligence or misconduct of the other, its employees, agents or subcontractors in the performance of this Agreement. Should either party misuse any of the other's information or have a breach of its security systems that compromises the security of the other's information which results in the affected party having to notify its customers of the misuse or compromise of their information, the responsible party shall bear all costs associated with said notification and breach.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of the 22nd day of March, 2010.

DATE: 02/09/10

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Michael T. King
Michael King
Acting Executive Director

DATE: 2-19-10

STATE OF ILLINOIS
SECRETARY OF STATE

Michael J. Mayer
Michael J. Mayer
Director, Driver Services Department

DATE: _____

STATE OF ILLINOIS
SECRETARY OF STATE

Ernest Dannenberger
Ernest Dannenberger
Director, Vehicle Services Department

DATE: 3/22/10

STATE OF ILLINOIS
SECRETARY OF STATE

Jesse White
JESSE WHITE
SECRETARY OF STATE

Reviewed for Legal Sufficiency:

Approved as to Form and Constitutionality:

Date: 11/17/09

Date: 02/09/10

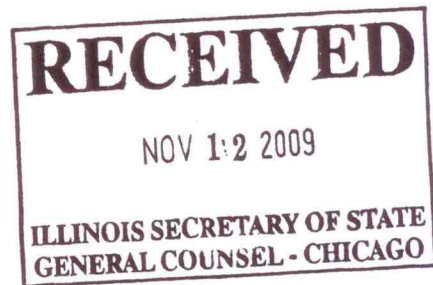
By: Irene Lyons
Irene Lyons
General Counsel
Illinois Secretary of State's Office

By: David E. Wilson
David E. Wilson
Senior Assistant Attorney General



November 9, 2009

Irene Lyons
General Counsel
Office of the Secretary of State
100 W. Randolph St. #5-400
Chicago, IL 60601



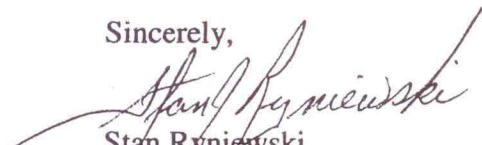
Re: Access to SOS System

Dear Ms. Lyons:

Please accept this letter as a Certified Statement of Use pertaining to the Illinois State Toll Highway Authority's ("Tollway") access to certain driver license and vehicle registration information maintained by the Secretary of State. The purpose of this access is to facilitate the issuance of notices of toll violation and the suspension of vehicle registrations and drivers licenses relative thereto. The Tollway's access to said information will be governed by the terms and conditions of the intergovernmental agreement between the parties as well as the terms and conditions of any applicable on-line access agreement. As we have discussed previously, the Tollway utilizes the services of a vendor, currently Electronic Transaction Consultants ("ETC"), to assist in the violations processing effort. As such, ETC may also be involved in the transmission and receipt of information pursuant to the intergovernmental agreement. It is expressly understood by the Tollway that as a result of its involvement, ETC may be required to share certain information with the Secretary of State relative to a network security assessment. The Tollway will ensure that ETC provides full cooperation in that regard.

Please do not hesitate to contact me should you have any questions.

Sincerely,


Stan Ryniewski
Chief of Business Systems



ILLINOIS TOLLWAY
2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988
www.illinoistollway.com



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

October 7, 2009

David E. Wilson
Senior Assistant Attorney General
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

RE: Access to Tollway's RITE System

Dear Mr. Wilson:

Please accept this letter as a Certified Statement of Use pertaining to the "read only" access to the VPS Section of the Tollway's RITE System. The purpose of this access is to review plate images associated with vehicle registrations submitted to the Secretary of State by the Tollway for the purpose of vehicle suspension. We request no more than 10 users for this purpose.

Employees of the Secretary of State adhere to the regulations as set forth in the Federal Drivers Privacy Protection Act (18 USC 2721 et seq.). We understand each user will be required to sign an "appropriate use agreement" prior to utilizing the VPS access to the RITE System.

Please do not hesitate to contact me should you have any questions. We look forward to working with you.

Sincerely,

Nathan Maddox
Senior Legal Advisor
Office of the General Counsel

217/ 785-3094

State of IL
County of Sangamon

Sworn to and subscribed before me on
the 8th day of Oct, 2009

Notary Public's Signature
My Commission Expires 10/26/10

