



VERMONT STATE FORM INSTRUCTIONS

The following information will assist you in completing the form to access MVRs in this state.

- Be sure to include your *Insurance Information Exchange (iiX)* Account Number.
 - Fill in your company's name.
 - Sign and date the form in the fields provided.
 - Only a person who is authorized to execute contracts for your company should complete and sign this form.
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- Send signed form to:

iiX, A Verisk Business
Attn: Compliance
1574 Crescent Pointe Parkway,
College Station, TX 77845

iiXStateForms@verisk.com



ADDENDUM TO SUBSCRIPTION AGREEMENT FOR VERMONT MOTOR VEHICLE REPORTS

This Addendum, effective as of date of execution below (the "Effective Date") supplements the existing Subscription Agreement ("Agreement") between Customer and ISO Claims Services, Inc. through its Insurance Information Exchange unit, ("iiX"), and applies solely to Customer's access to and use of Vermont Department of Motor Vehicles ("DMV") records ordered through iiX ("Vermont Data").

Customer shall ensure that its employees, authorized users, and any Outsourcer (as defined in the Agreement) acting on Customer's behalf comply with the terms of this Addendum, and Customer shall be responsible for any failure by such persons or entities to do so.

For purposes of this Addendum, Vermont Data shall not include information that (a) is or becomes part of the public domain through no breach of this Addendum by Customer; (b) was rightfully in Customer's possession prior to its receipt of the same information from or through iiX; (c) is independently developed by Customer without use of or reference to Vermont Data; or (d) is rightfully obtained by Customer from a third party who is not, to Customer's knowledge, under any obligation of confidentiality with respect to such information. Customer bears the burden of demonstrating that any of the foregoing exceptions applies.

The following terms are added to the Subscription Agreement and apply to all Vermont Data.

Customer agrees to only use the Vermont Data only for the purposes explicitly set forth in the Agreement, consistent with the Driver's Privacy Protection Act, 18 U.S.C. §§2721 et seq. ("DPPA"), 9 V.S.A. Chapter 62, 23 V.S.A. §114, and any other applicable federal or state laws (collectively, "The Laws").

1. Customer acknowledges that any person or entity that knowingly obtains or discloses Vermont Data for any purpose not permitted by the Agreement and in violation of The Laws may be subject to civil and criminal liability and may result in immediate termination of the Agreement.
2. Customer agrees that the usage, storage, and protection of all personal information and personally identifiable information originating from Vermont Data is subject to, and shall be done in compliance with, all applicable federal and Vermont statutory and regulatory requirements, including without limitation the DPPA (18 U.S.C. §2721 et seq.), 9 V.S.A. Chapter 62, and 23 V.S.A. §114.
3. Customer represents that it will not use Vermont Data for the purpose of commercial solicitation or marketing, political canvassing or campaigning, or any similar purpose or objective, and shall not provide such information to any person or entity for any such purposes. Customer shall only use such information in accordance with the DPPA and applicable Vermont law. The uses expressly excluded under the Vermont DMV DPPA Agreement, including 18 U.S.C. §2721(b)(7), (b)(8), (b)(10), (b)(11), (b)(12), and (b)(13), are likewise excluded under this Addendum.
4. Customer agrees that it is the authorized recipient of Vermont Data and shall not accumulate, store, or compile Vermont Data to create a separate file, database, or repository except to the extent reasonably necessary for the permitted purpose set forth in the Agreement.
5. Customer agrees not to merge or modify Vermont Data with any other document in order to sell or provide the information to another party, and agrees that it may not resell or redisclose Vermont Data except as expressly authorized under the DPPA and the Agreement.
6. Customer shall not permit Vermont Data to be accessed, viewed, processed, transmitted, stored, hosted, supported, or otherwise handled outside of the United States. This restriction applies to Customer, its affiliates, employees, contractors, service providers, Outsourcers, and any other third party acting on Customer's behalf, including through remote access, offshore support, cloud hosting, backup, replication, or other technical or operational arrangements.
7. Customer is responsible for maintaining accurate records identifying itself as a recipient of Vermont Data, including its legal name and address, the permitted purpose for which it receives Vermont Data, the volume of records received, and confirmation of a written agreement containing security terms, including Operations Security terms, no less restrictive than those required under this Addendum. Upon request by the Vermont DMV or iiX, Customer shall provide a written report containing: (i) Customer's legal name and address; (ii) the permitted use case for Vermont Data; (iii) whether Customer has acquired, or expects to acquire, 5,000 or more records during the applicable period; and (iv) written confirmation that Customer, and any Outsourcer to which Customer has provided Vermont Data as permitted under this Addendum, is bound by an executed agreement containing security terms, including Operations Security terms, no less restrictive than those required under this Addendum.

8. Customer will retain records identifying each person that received Vermont Data and the permitted purpose for which the information was used for a minimum of five (5) years and will make such records available to iiX and the Vermont DMV for audit purposes upon request.
9. Customer shall take all necessary steps to protect Vermont Data and information provided under the Agreement from theft, unauthorized disclosure, or any use not specifically permitted under the Agreement, consistent with the security standards of NIST Special Publication 800-53 (version 4 or higher) and Federal Information Processing Standards Publication 200. Such measures shall include, at a minimum: (1) access controls authenticating and limiting access to Vermont Data to authorized individuals, and preventing Customer's employees from providing Vermont Data to unauthorized individuals; (2) industry-standard firewall protection; (3) encryption of Vermont Data in transit and at rest; (4) secure storage measures, including multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for personnel with access to Vermont Data; (6) measures to prevent Vermont Data from being altered or corrupted without iiX's prior written consent; (7) measures to protect against destruction, loss, or damage of Vermont Data from environmental hazards; (8) staff training on these security measures; and (9) twenty-four (24) hour monitoring of Customer systems used in connection with Vermont Data for intrusion.
10. Customer shall, at its own expense, comply with all Vermont DMV IT security policies, standards, and guidelines, including any revisions, amendments, updates, and/or successors thereto, and with Vermont Cybersecurity Standard 2023-01, or any successor or updated version, which prohibits the use of certain branded products in systems that access, process, store, transmit, or support Vermont Data.
11. Customer shall have policies and procedures in place for the effective management of Security Breaches as defined below, which shall be made available upon request. Customer shall notify iiX immediately upon discovering any unauthorized access to, or actual or reasonably suspected compromise of, Vermont Data ("Security Breach") and in no event later than is necessary to allow iiX to meet its notification obligations to the State of Vermont under applicable law. Customer shall promptly investigate and contain the incident, and shall provide iiX with a written report describing: (i) the nature of the Security Breach; (ii) the Vermont Data involved; (iii) the mitigation steps taken; and (iv) the corrective action taken to prevent recurrence. Customer shall cooperate with iiX and the Vermont DMV in any related investigation.
12. Customer agrees to securely dispose of all personal information and personally identifiable information originating from Vermont Data in accordance with National Institute of Standards and Technology (NIST) approved methods within thirty (30) days of (i) a written request by the Vermont DMV or iiX, or (ii) termination or expiration of the Agreement for any reason. Additionally, upon relocation of Vermont Data, Customer shall securely dispose copies of Vermont Data from the former data location according to NIST approved methods. Customer shall provide written certification of such destruction upon request.
13. Customer shall not use Vermont Data with artificial intelligence ("AI") technology, including to train, develop, test, validate, improve, or support AI models, machine learning models, automated decisioning tools, statistical models, or similar technologies, unless the use is expressly authorized in writing by the Vermont DMV. Any approved use must comply with the DPPA, 18 U.S.C. §2721(b)(5), applicable Vermont law, the Agreement, and this Addendum. Customer shall not use Vermont Data, or any output derived from Vermont Data, in a manner that permits identification, re-identification, reconstruction, or inference of information about an individual record or data subject. Any approved derivative output must be de-identified, aggregated, and may not be published, sold, licensed, disclosed, or used to contact individuals.
14. The State shall retain all rights, title and interest in Vermont Data. Customer may not use Vermont Data for any purpose other than as specified in the Agreement or this Addendum. In no event shall Customer or its authorized users claim any security interest in Vermont Data.

Failure of Customer to comply in all respects with the requirements herein is a material breach of this Addendum. In such event, iiX may immediately terminate access to Vermont Data without notice or delay.

This Addendum does not modify, alter, expand or delete any other terms or conditions of the Subscription Agreement.

IN WITNESS WHEREOF, Customer certifies that each has read, understands, and agrees to the terms and conditions described herein in this Addendum, and Specific State Forms.

Name of Company: _____ Account Number: _____

Signature: _____ Date : _____
Owner or Officer or Legally Authorized Representative

Name (Printed): _____