

**DATABASE LINKING AGREEMENT FOR AUTOCHECK SERVICES**

This Agreement is entered into as of January 1, 2025 ("Effective Date"), by and between Experian Information Solutions, Inc., an Ohio corporation, acting by and through its Experian Automotive Division ("Experian") and the Indiana Secretary of State Auto Dealer Services Division a(n) Indiana corporation, having a principal place of business at 200 W Washington Street, Room 201, Indianapolis, IN 46204 ("Company").

**RECITALS**

WHEREAS, Experian maintains an online web site accessible from the World Wide Web at [www.autocheck.com](http://www.autocheck.com) (the "Experian AutoCheck Web site"). The Experian AutoCheck Web site offers information concerning Experian and its products and services ("Experian Products"), as well as the ability to purchase certain Experian Products through the Experian AutoCheck Web site;

WHEREAS, Experian maintains proprietary databases of certain types of information that include data from public record and other sources (the "Experian Data");

WHEREAS, Experian has developed an information service that combines the Experian Data in a form that presents the title history and other significant events of automobiles and light trucks by the vehicles identification number (VIN), (the "Vehicle History");

WHEREAS, Company operates an online service or web site named <https://www.in.gov/sos/dealer/> (the "Company Web site") accessible from the World Wide Web portion of the Internet and/or through other means which offers its visitors information concerning Company's goods or services, or provides links to the web sites of other entities that offer information, products or services online; and

WHEREAS, Company wishes to include one or more links ("Links") to the Experian AutoCheck Web site within the Company Web site on the terms and conditions set forth herein and Experian wishes to allow Company to include such links pursuant to the terms herein:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged and in consideration of the foregoing and as set forth herein, the parties hereby agree as follows:

1. Experian hereby agrees to permit, and Company agrees to provide exclusive Links to the Experian AutoCheck Web site within the Company Web site, for Indiana resident user access to AutoCheck Full Reports only. The Links will be live on or before January 1, 2025 (the "Launch Date"). The Launch Date is defined as the date that the Promotional Link is activated on the Company Web site. The Links shall be in the form of a so-called "hot link", "hyperlink", "gateway", or some other method of establishing a link from the Company Web site to the Experian AutoCheck Web site (the "Promotional Link"). The Promotional Link shall solely be for the purpose of providing visitors to the Company Web site access to the Experian AutoCheck Web site and for no other purpose. Company shall not through the Promotional Link or otherwise (a) sublicense, transfer, assign or hypothecate any rights granted herein; (b) purchase Experian Products for resale; (c) access Experian Data for any purpose; (d) hold itself out as an authorized representative, agent or reseller of Experian; (e) make any representations and/or warranties concerning Experian, the Experian Products or Experian Data; or (f) utilize the Promotional Link in any other improper manner or purpose. Company must implement measures to ensure that the vehicle associated with each individual AutoCheck request and/or report is owned by a specific customer residing only in the State of Indiana and that such vehicle is registered to a State of Indiana registered physical address. Company agrees that each individually qualified State of Indiana resident users/customer will be provided access to a maximum of five (5) reports annually. Company will ensure and enforce that individual Indiana-resident user/customers will be required to provide a valid driver's license number in order to receive access to the AutoCheck URL and associated vehicle report. Company agrees that customers of the AutoCheck Web site do not exceed authorized access, which is defined as accessing a link with permission and using that access to obtain or alter information customer is not authorized to access or pay for. Company must ensure and enforce that Links do not display access information or VIN numbers that could be exploited for unauthorized access. Company agrees that Experian will review and approve access methods before implementation, ensuring that URL and fraud protections are properly enforced by the Company's implementation.

2. Firewall Protection / Access Requirements.

Implementation of Firewalls: Company shall implement and maintain robust firewall systems to protect its network and information systems from unauthorized access, cyber-attacks, and other security threats. Firewalls must be configured to allow only legitimate traffic and block all other traffic that is deemed unnecessary or harmful.

Configuration and Maintenance: Company is responsible for the proper configuration, management, and ongoing maintenance of its firewall systems. This includes regularly updating firewall rules and policies, applying security patches, and reviewing firewall logs to detect and respond to potential security incidents.

Access Control: The firewall systems must be configured with appropriate access controls to ensure that only authorized personnel have the ability to modify firewall settings and rules. Access to firewall management interfaces must be restricted through strong authentication mechanisms.

Monitoring and Reporting: The Company shall implement continuous monitoring of firewall systems to detect and respond to security threats in a timely manner. Regular reports detailing firewall performance, security incidents, and any changes to firewall configurations must be generated and reviewed by the appropriate security personnel.

Compliance with Standards: The firewall protection measures implemented must comply with applicable industry standards, regulations, and best practices, including but not limited to [relevant standards such as ISO/IEC 27001, NIST, GDPR, etc.].

Incident Response: In the event of a security incident involving the firewall system, the Company shall follow its incident response procedures to investigate, mitigate, and remediate the issue. This includes notifying affected parties and regulatory bodies as required.

Audit and Review: The Company agrees to undergo regular security audits and reviews to assess the effectiveness of its firewall protection measures. Any deficiencies identified during these audits must be addressed promptly to maintain a high level of network security.

Third-Party Firewalls: If utilizing third-party firewall solutions, the Company must ensure that such solutions meet or exceed the security requirements outlined herein and that appropriate agreements are in place with the third-party providers to support compliance.

3. Experian hereby grants Company a limited, nontransferable right, without right of sublicense, to use and reproduce the Experian name and Experian's trademarks and logos (the "*Experian Trademarks*") solely for the Promotional Link provided for above. Experian shall have a sole and exclusive right of approval in advance over each and every use and representation of the Experian Trademarks. Company shall not use the Experian Trademarks or the name "Experian" or logos of Experian: (a) in any advertising, publicity, or promotion; (b) to express or to imply any endorsement of Company's products or Company Web sites; or (c) in any other manner. Company shall not directly or indirectly issue or permit the issuance of any publicity regarding, or make any public statements whatsoever concerning Experian or any of its affiliates, the Experian AutoCheck Web site, the Promotional Link or this Agreement without prior coordination with and written approval by Experian.

4. Provided Company is not in breach of its obligations hereunder, Company shall pay Experian in amounts and rates provided for in Exhibit A. "*Company Web site Purchasers*" means users of the Company Web site who link to the Experian AutoCheck Web site through a Promotional Link and who download Experian Products while so linked. Payments to Experian will be made monthly on invoice from Experian. Company will make payments by electronic funds transfer to the financial institution designated by Experian. During the term of this Agreement and for a period of six (6) months thereafter, Experian shall have the right, not more than once per half year, upon fourteen (14) days written notice and at its expense, to examine, audit and take extracts from Company's books and records relating to the payments due to Experian under this Section. Any adjustments due as a result of such audit shall be promptly paid by the party owing such payments as a result of such audit.

5. Company acknowledges that Experian has valuable rights in and to the Experian Data all compilations thereof, and all underlying data and information. Experian has gone to great lengths and expense to obtain and compile the Experian Data. Company acknowledges that all right title and interest in and to the Experian Data or any portion thereof, in whatever form, is and shall remain the sole and exclusive property of Experian, and that no rights in the Experian Data of any kind are granted to Company herein. Except as expressly set forth herein, Experian does not grant Company any right or license in the Trademarks, Experian Data, the Promotional Link, the Experian AutoCheck Web site, Experian Products or any portion of any of the foregoing. Experian and Company shall jointly own and retain all right, title and interest in all names, addresses and other identifying information of customers visiting the Experian AutoCheck Web site ("*Customer Data*"), through the Company Web site.

6. This Agreement shall become effective on January 1, 2025, and shall continue for a period of 14 months (the "Initial Term").

7. Each party shall have the right to terminate this Agreement upon written notice at least ninety (90) days notice prior to the end of any Initial Term or any Renewal Term. Experian's sole obligation shall be to pay Company any valid amounts properly due and owing through the date of termination. Upon the expiration or termination of this Agreement for any reason, (a) Company shall immediately cease the use of the Trademarks and all materials which contain the Trademarks or refer to Experian, including without limitation, all advertising and promotion material; (b) Company shall promptly remove all Promotional Links from the Company Web site and shall remove all references to the Trademarks, Promotional Link or Experian from the Company Web site; (c) Company shall immediately deliver to Experian all originals and copies of the Trademarks then in Company's possession or control; (d) all rights herein granted shall revert to Experian; (e) Company shall not thereafter re-establish any other Promotional Link to the Experian AutoCheck Web site without Experian's prior written approval; and (f) Sections that shall survive termination of this Agreement are: limitations, use, publicity, ownership, this section, and warranties and indemnifications.

8. Experian warrants to Licensee that Experian has the right to grant Company the rights granted herein. Experian does not guarantee the accuracy, reliability or availability of the Experian Data or Experian Products. SUCH WARRANTY IS THE ONLY WARRANTY EXPERIAN HAS GIVEN COMPANY WITH RESPECT TO THE EXPERIAN DATA OR THE EXPERIAN PRODUCTS, AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Company will indemnify, defend and hold harmless Experian, its employees, agents and representatives from and against any losses, claims, suits, costs and/or expenses, including attorney fees, arising out of any third party claims arising in connection with any breach of this Agreement by Company, up to a maximum of \$1 million U.S. dollars. EXPERIAN SHALL NOT BE LIABLE TO COMPANY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOSS OF PROFIT OR ANY OTHER COMMERCIAL DAMAGE, INCLUDING WITHOUT LIMITATION INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DIRECT OR INDIRECT DAMAGES OF ANY NATURE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF EXPERIAN HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Nothing herein shall restrict Experian from entering into any agreement with any other party, even if similar to or competitive with the transactions contemplated hereunder. Without limitation of the foregoing, nothing herein shall constrain Experian from marketing and promoting Experian, the Experian Products, or the Experian Data in any manner.

10. The parties are independent contractors with respect to each other.

11. This Agreement together with the Exhibits attached hereto and hereto incorporated herein by reference, constitutes the entire agreement between Company and Experian with respect to the subject matter herein, and supercedes all prior letters of intent, agreement, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.

12. All amendments or modifications of this Agreement shall be binding upon the parties so long as the same shall be in writing and executed by each of the parties hereto.

13. No waiver of any provision of this Agreement or any rights or obligations of any party hereunder shall be effective, except pursuant to a written instrument signed by the party waiving compliance, and any such waiver shall be effective only

in the specific instance and for the specific purpose stated in such writing.

14. This Agreement and the rights, duties and obligations of Company hereunder may not be assigned, delegated or otherwise transferred, whether by operation of law or otherwise, without the prior written consent of Experian. If any restriction, covenant or provision of this Agreement shall be adjudged by a court of competent jurisdiction to be void, such restriction, covenant or provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This Agreement shall be governed by the laws of the State of Illinois.

15. Total consideration for goods and services provided during the initial term of this Agreement shall not exceed Three Hundred Thirty-Three Thousand Two Hundred Dollars (\$333,200.00). Company will pay Experian via direct deposit electronic funds transfer, details of which are outlined within Exhibit B of this Agreement.

16. Upon Experian's timely receipt of a properly completed exemption certificate or statement of exemption from the Company, the total amount billed will exclude any taxes from which Company is exempt.

17. Notices to Parties: Whenever any notice, statement or other communication is required under this Contract, it will be sent by first-class U.S. mail service, or commercial courier service, to the following addresses, unless otherwise specifically advised.

A. Notices to the Customer shall be sent to:

**Indiana Secretary of State  
Attn: Jerold A. Bonnet, Deputy Secretary of State  
200 W. Washington St. Room 201  
Indianapolis, IN 46204**

B. Notices to Experian shall be sent to:

**Lou Gaz  
Senior Manager, Partner Development  
Experian Automotive  
1515 Woodfield Road  
Schaumburg, IL 60173**

18. Non-Collusion and Acceptance: The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, Vendor or Service Provider (Contractor), or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-9.5.

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties hereto have executed this Agreement as of the day and year first written above.

Experian Information Solutions, Inc.

Subscriber: Indiana Secretary of State Auto Dealer  
Services Division

an Indiana corporation (list state)

By: Alan S. Anderson  
*Signature (Duly Authorized Officer Only)*

By:   
*Signature (Duly Authorized Officer Only)*

Alan S. Anderson

Jerold A. Bonnet

*Print Name*

*Print Name*

Title: VP, Data Mgmt  
*Print*

Title: Deputy Secretary of State  
*Print*

Date: 12/27/2024

Date: 12/26/24

Address: 1515 E. Woodfield Road,  
Schaumburg, IL 60173

Physical  
Address: 200 W Washington St. Room 201,  
Indianapolis, IN 26204

**EXHIBIT A**

I.

Locations for Promotional Link (schedule and examples of placements attached)	Duration/Frequency
<a href="https://www.in.gov/sos/dealer/">https://www.in.gov/sos/dealer/</a>	TBD

- For the first two months of this agreement, Company will be charged \$2.38 per report without any minimum purchase required.
- After the first two months, Company will guarantee a purchase of ten thousand (10,000) full AutoCheck vehicle history reports per month during the 14-month term, priced at \$2.38 per unit per unit during the term of this Agreement.
- Company will be billed \$23,800.00 per month during the 14-month term, with a true up at the end of the 14-month term. There will be no minimum purchase required for the first two months of the term.
- Overage price will be \$2.38 per unit.

**EXHIBIT B**

**BILLING INFORMATION AND PAYMENTS VIA AUTOMATED DIRECT DEPOSIT**

See attached billing information and associated documentation to be completed by both parties.

