**Jason E. Murphy**
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September 8, 2015

JISC Data Dissemination Committee
C/O Data Dissemination Administrator
PO Box 41170
Olympia, WA 98504-1170
Sent via Email to stephanie.happold@courts.wa.gov

**Re: Request to Modify DSA15378**

Dear Stephanie,

I am requesting that the JISC Data Dissemination Committee ("**the Committee**") permit a modification to the Data Share Agreement by and between the State of Washington Administrative Office of the Courts (the "**WA AOC**") and Data Driven Safety, LLC f/k/a Data Driven Safety, Inc. ("**DDS**"), dated as of June 18, 2015, relating to access to certain traffic infraction case information ("**DSA15378**").

Specifically, we are seeking the deletion of Section 10.4 which currently provides:

> **10.4 DDS shall not release specific case information about individuals to any subscribers or other third party entities.**

We read the current contractual requirement of Section 10.4 to preclude DDS from providing any subset of any record of the data to any person for any purpose, whatsoever. Solely by way of illustration, this clause precludes us from providing a responsive case number to our customers. Short of a "yes/no" DDS response to a customer inquiry, this restriction renders the public information all-but unusable.

To remain in compliance with all contractual obligations with the WA AOC, DDS has opted since the outset of DSA15378 to use the index solely as a "pointer file" to allow us to more efficiently pull down the identical information from JIS. We are able to use this expensive, time-consuming approach to obtain data redundant from what is contained in DSA15379 because, as the Committee is aware, neither the JIS terms and conditions nor any other MSA related to public indices include a provision similar to 10.4.

And that reaches the heart of the issue: we believe the WA AOC has sufficient contractual provisions to ensure that DDS safeguards the data (e.g., Section 7.2.1-7.2.11, 9.1-9.4, 10.1-10.3) without needing to rely on a clause that has the (unintended) consequence of altering the public nature of this index data.

Thank you for your consideration. We look forward to your decision.

Sincerely,

Jason E. Murphy
Data Driven Safety, LLC