State of Washington

Administrative Office of the Courts

# DATA SHARE AGREEMENT FOR

# COURTS OF LIMITED JURISDICTION TRAFFIC INFRACTION DATA

**State of Washington**
**Administrative Office of the Courts**

# DATA SHARE AGREEMENT

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**DATA SHARING AGREEMENT**
**BETWEEN**
**THE STATE OF WASHINGTON**
**ADMINISTRATIVE OFFICE OF THE COURTS**
**AND**
**DATA DRIVEN SAFETY, INC.**

**AOC Contract Number DSA15378**

This Agreement is entered into by and between the Administrative Office of the Courts, an office of the Judicial Branch of the Washington State government located at 1206 Quince St. SE, PO Box 41170, Olympia WA 98504-1170, hereinafter referred to as the "AOC" and Data Driven Safety, Inc., or "DDS," located at 209 Delburg Street, Suite 205, Davidson, NC 28036.

**IN CONSIDERATION** of the mutual promises made to each other, as hereinafter set forth, the AOC and DDS agree as follows:

1 **PURPOSE:** The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to provide data files to DDS containing the Courts of Limited Jurisdiction traffic infraction data from **June 1, 2012 – May 31, 2015**, and to provide similar traffic infraction data files for subsequent DDS monthly requests.

2 **DEFINITIONS:** As used throughout this Agreement, the following terms shall have the meanings set forth below:

- **2.1** "AOC" shall mean the Administrative Office of the Courts of the State of Washington, any division, section, office, unit, or other entity of the AOC, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the AOC.
- **2.2** "Court" shall mean the Washington State Supreme Court, any division, section, office, unit, or other entity of the Court, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the Court.
- **2.3** "DDS" shall include all officers, employees, and agents of DDS.
- **2.4** "Data" shall include any computer readable copies of the information provided to DDS.
- **2.5** "Information" shall mean material provided by the AOC in any format, including reports.
- **2.6** "Subscriber" shall mean a client of DDS to whom information and/or data is given on a case-by- case basis.

3 **REQUEST:** DDS has submitted a written request to the AOC, a copy of which is attached as "Appendix A" and is incorporated by reference into this Agreement. DDS warrants the information in Appendix A is correct and DDS will use the data and information solely for the purposes set forth in its request.

4 **APPROVAL:** The JISC Data Dissemination Committee (DDC) approved DDS's request in May 2015 after approving Driver's History Information (DHI) request for the same data during its April 24, 2015 meeting. The AOC has determined that the DDS's request clearly specifies the information and/or data sought and the purposes for which the information and/or data will be used, and therefore will provide DDS with the data and information requested. Therefore, AOC will provide the report requested for **June 1, 2012 – May 31, 2015**. The DDC and the AOC also approve of DDS submitting monthly requests for traffic infraction data for that month that includes data updates and new cases.

5 **DATA UPDATES:** DDS shall promptly update its files and databases upon receiving monthly data files from AOC or from any other data source. Monthly requests for traffic infraction data that includes updates and new cases will be submitted by DDS to AOC on the JIS Request for Information form. DDS shall adhere to update requirements as described in Section 9.

## 6 TERM AND EFFECTIVE DATE OF AGREEMENT:

**6.1** The initial term of this Agreement is from the date of its execution by the AOC.
**6.2** The Agreement's period of performance will be three years, unless terminated as provided herein.
**6.3** The Agreement may be terminated in accordance with the provisions of Subsections 25.16.1, 25.16.2, and 25.16.3 below.

## 7 BASIC TRANSACTION:

This Agreement sets forth the responsibilities of the parties, costs, and the terms and conditions under which the data will be provided.

### 7.1 RESPONSIBILITIES OF THE AOC: The AOC shall:

**7.1.1** Provide DDS with one-time access to an FTP server containing the Courts of Limited Jurisdiction traffic infraction data from **June 1, 2012 – May 31, 2015**.
**7.1.2** Provide the following data fields to DDS:

- Case File Date
- Case Number
- Case LEA Initials
- Case LEA Name
- Defendant Name
- Defendant Birth Date (mm/dd/yyyy. If unavailable than 01/01/1800)
- Defendant Gender
- Defendant Drivers License State Code
- Court Name
- Jurisdiction Name
- Violation Date
- Charge Sequence Number
- Charge Law Number / RCW
- Charge Law / RCW Description
- Charge Disposition Code
- Charge Disposition
- Charge Disposition Date

**7.1.3** Provide monthly data reports containing the infraction data fields listed in Subsection 7.1.2 upon receipt of DDS's monthly Request for Information form submittal. Reports will provide updated information to recently disseminated cases and newly filed cases for that calendar month. Monthly files will be provide via email or on the FTP server.
**7.1.4** Not include data and information for cases that are sealed pursuant to a court order.

### 7.2 RESPONSIBILITIES OF DDS: DDS shall:

**7.2.1** Comply with the provisions of this Agreement and all of the terms and conditions contained herein or attached hereto.
**7.2.2** Submit Request for Information forms for each monthly report as needed. The requests shall reference this data agreement.
**7.2.3** Make payments to the AOC pursuant to the provisions of Section 8 below.
**7.2.4** Establish written procedures which shall describe the process DDS uses to meet the terms and conditions of this section of the Agreement.
**7.2.5** Recognize and hereby acknowledge that the user identifiers and passwords, if any, supplied by the AOC to DDS are the confidential property of the AOC, subject to the proprietary rights of the AOC, and agrees to hold such user identifiers and passwords, if any, in the strictest confidence. DDS further agrees to exercise at all times the same care with respect to the user identifiers and passwords, if any, or any other materials or information provided hereunder by the AOC as DDS would exercise in the protection of DDS's own confidential information or property and to not release or disclose it to any other party except with the written consent of the AOC.
**7.2.6** DDS agrees to securely protect any data that is confidential, and any information which identifies an

individual, including but not limited to name, date of birth, social security number, and court case number, by maintaining the data in a physically secure location when not in use and by using computer passwords and/or encryption, physical locks and restricting access to those persons necessary to conduct the work described in Appendix A.

**7.2.7** Provide the AOC with access at no charge to any database created using information from the FTP file provided hereunder for the purpose of monitoring and auditing contract compliance.

**7.2.8** Update the data and information as described in Section 5 and Section 9.

**7.2.9** Return to the AOC or destroy any information and data provided by the AOC under this Agreement in any form, held by DDS or any officer, employee or agent of DDS on the date and to the extent specified in the notice of termination or at the expiration of the Agreement.

**7.2.10** Not use the provided data and information for the purpose of commercial solicitation of individuals named in the court records.

**7.2.11** Delete the provided data and information as described in Subsection 9.4.

## 8 COSTS:

**8.1** DDS shall make a non-refundable payment within 30 days of invoice receipt.

**8.2** DDS shall be invoiced for the initial data request and for any monthly requests made thereafter.

**8.3** Rate Schedule:
DDS agrees to pay the following amount to AOC to provide the data described in this Agreement:

| | |
|---|---|
| Administrative Fee | $25 |
| Evaluation/Research/Programming | $40.00 per hour |
| JIS System Run Time | $10.00 per minute or portion thereof (two-minute minimum) |

## 9 ONGOING DATA SCRUBBING AND UPDATE REQUIREMENTS:

**9.1** Sealed and otherwise restricted cases: DDS agrees to remove from its files cases sealed (or otherwise restricted) after their appearance in data files provided to DDS.

**9.2** Dispositions: DDS agrees to update promptly all cases when disposition information is received.

**9.3** Cases amendments: DDS agrees to update in its files cases where the charge is amended after their first appearance in data files provided to DDS. The data provided to DDS will contain transactions identifying the cases that are to be amended. DDS agrees that its files will contain only the most current charges.

**9.4** DDS shall remove infraction data from its database and files after three years of final disposition to adhere to the Washington State District and Municipal Court Records Retention Schedule, Section 2.2.

## 10 RESTRICTIONS ON THE USE OF INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT:

**10.1** The information and data provided to DDS under this Agreement is subject to the restrictions contained in Subsection 7.2 and Section 9 above relating to data scrubbing and update requirements.

**10.2** DDS is responsible for ensuring that access and use of the data by its subscribers are conducted in a proper and legal manner and that access is available only to authorized subscribers.

**10.3** To the extent that the data being accessed is covered by other laws, statutes, court rules, and administrative rules and regulations which restrict access to and use of such information and data, the restrictions contained in such laws, statutes, court rules, and administrative rules and regulations shall apply to the data accessed under this Agreement.

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

**10.5** Any exceptions, revisions, or waivers to these limitations requested by DDS must be approved in writing by the AOC and received by DDS prior to the requested use or dissemination of the information and data received under this Agreement.

**11 DDS SUBSCRIBER PROVISIONS:**

**11.1** DDS shall establish procedures for screening and qualifying potential subscribers.

**11.2** DDS shall verify the identification of its potential subscribers to DDS's satisfaction, obtain proof from each potential subscriber, sufficient to demonstrate to DDS's satisfaction, that the potential subscriber is the type of entity the potential subscriber claims to be, and obtain a certification from the potential subscriber stating that the potential subscriber will use the information only for those purposes allowed by law and under the subscriber agreement. DDS shall maintain a record of these facts for a period of not less than six years from the latest date DDS disclosed information to the subscriber and shall provide such record to the AOC upon request.

**11.3** DDS will enter a written subscriber agreement with each of its subscribers. Such agreements shall specifically detail the access that the subscriber will have to DDS's database, detail authorized uses of the data accessed, condition access to authorized use, and include a provision for immediate termination of the agreement in the event of improper use by the subscriber of the data which the subscriber has been authorized to access.

**11.4** DDS agrees to provide a list of DDS subscribers to the AOC upon request by the AOC.

**12 DISCLOSURE REQUIREMENTS:** When the information and data covered by this Agreement is provided in any form by DDS to a subscriber, customer, client, or other third party, DDS hereby agrees to provide each such subscriber, customer, client, or other third party with the information contained in the DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY sections of this Agreement. At a minimum, DDS will ensure that a statement is displayed or provided to each such subscriber, customer, client, or other third party at the time of each transaction which states:

> **The information or data provided is based on information obtained from the courts as of [DATE OF AOC PROVIDING DATA TO DDS]. The Administrative Office of the Courts and the Washington Courts: 1) do not warrant that the information is accurate or complete except for court purposes; 2) make no representations regarding the identity of any persons whose names appear in the data; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the "official" record reposing at the court of record.**

**13 AUDITS:**

**13.1** The AOC may, at its discretion, perform audits of DDS to verify compliance with the terms and conditions of this Agreement and the appropriate use of the data provided by the AOC.

**13.2** DDS shall include provisions in the agreements that DDS enters with its subscribers that DDS may perform an audit of the subscriber to verify appropriate use of the data provided by the AOC. Such provisions shall authorize DDS to: i) conduct random audits of subscribers; (ii) conduct audits of specific customers at any time DDS has reason to believe that the subscriber is violating any of the terms of the subscriber agreement; or (iii) if the AOC requests an audit for any reason.

**13.3** Failure of DDS: to include audit provisions in its subscriber agreements, to conduct random audits, to conduct specific audits when there is evidence of a violation of the terms of the subscriber agreement, or when requested by the AOC may result in the immediate termination, without notice, of this Agreement.

**14 COOPERATION WITH AOC AND PROSECUTORIAL AUTHORITIES:**

**14.1** DDS agrees to cooperate with the AOC and other authorities authorized by law in any audit that is conducted of DDS or of any DDS subscriber.

**14.2** DDS agrees to cooperate fully with prosecutorial authorities in any action brought against DDS or any DDS subscriber relating to the reproduction, distribution, dissemination, or other use of the information and data provided by the AOC under this Agreement. PROVIDED, that nothing in this provision limits or abridges DDS constitutional rights against self-incrimination.

**14.3** Failure to cooperate with prosecutorial authorities may result in the immediate termination, without notice, of this Agreement.



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15 **CONTRACT COMPLIANCE MONITORING AND AUDITING:** DDS agrees that the AOC may include "control" or "salted" data as a portion of the provided information as a means to ensure that any personally-identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner. Furthermore DDS agrees to allow the AOC to perform audits, at its discretion, to detect the unauthorized removal of control data or the warehousing of stale-dated information subsequently expunged, restricted, or amended by the AOC.

16 **COMPLIANCE WITH AUTHORITIES:**

**16.1** During the term of this Agreement, DDS shall comply with all current, or as subsequently amended, state and federal laws, court rules, administrative regulations and policies governing, regulating, and/or relating to the dissemination of information and data, to privacy, and to the confidentiality of the information and data provided by the AOC under this Agreement.

**16.2** In the event of any DDS noncompliance or refusal to comply with any such state and federal laws, court rules, administrative regulations and policies, this Agreement may be rescinded, canceled or terminated in whole or in part, and DDS may be declared ineligible for further agreements with the AOC.

17 **RESALE OF DATA:** DDS shall not reproduce or distribute or disseminate the transferred database files in bulk but only in response to an individual record inquiry. "In bulk" shall include, but is not limited to, via multiple record or on CD-ROM or other electronic or optical media.

18 **RIGHTS AND INTEREST:** DDS shall not gain any proprietary right to or interest in any information and data provided by the AOC as a result of this Agreement. Any rights or interest, or any portion thereof, derived by DDS under this Agreement are personal to it and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

19 **CHANGES RELATING TO INFORMATION AND DATA:** The AOC specifically reserves the right, at its sole discretion, to make any changes it deems appropriate relating to the information and data provided under this Agreement at any time and without prior notice. Such changes include, but are not limited to: altering the character and format of the information and data, changing the production media, and/or modifying the production schedule. If such changes are made, the AOC will notify DDS as soon as is practical.

20 **SUPPORT/ASSISTANCE**: DDS acknowledges and accepts that all information and data provided under this Agreement are provided on an AS IS basis and that the AOC shall not be responsible for providing support or assistance of any nature to DDS or to any third party on behalf of DDS.

21 **DISCLAIMER OF WARRANTIES:**

**21.1** THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.

**21.2** THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE INFORMATION OR DATA PROVIDED IS ACCURATE, CURRENT, CORRECT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS THE RESPONSIBILITY OF DDS AND/OR ITS SUBSCRIBERS, CUSTOMERS, CLIENTS, OR OTHER THIRD PARTIES TO WHOM THE INFORMATION AND DATA WERE SUPPLIED TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH OFFICIAL COURT INFORMATION REPOSING AT THE COURT OF RECORD.

22 **LIMITATION OF LIABILITY**: DDS ACKNOWLEDGES AND ACCEPTS THAT ALL INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS BASIS AND THAT THE INFORMATION AND DATA MAY BE SUBJECT TO ERROR OR OMISSION AND THEREFORE AGREES THAT AOC SHALL NOT BE RESPONSIBLE NOR LIABLE IN ANY WAY WHATSOEVER FOR THE

VALIDITY OF ANY DATA PROVIDED OR FOR THE USE OF THE INFORMATION AND DATA PROVIDED. SPECIFICALLY:

**22.1** THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES RESULTING FROM THE USE BY DDS OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.

**22.2** THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES ARISING FROM INCORRECT OR INCOMPLETE INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.

**22.3** THE AOC SHALL NOT BE LIABLE TO DDS OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING REVENUE, PROFITS, TIME, GOODWILL, COMPUTER TIME, DESTRUCTION, DAMAGE OR LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE WHICH MAY ARISE FROM THE USE, OPERATION, OR MODIFICATION OF DATA AND INFORMATION PROVIDED UNDER THIS AGREEMENT.

**23 INDEMNIFICATION:** DDS hereby agrees to defend, indemnify, and hold harmless the AOC, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of, or by reason of, any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the information or data obtained under this Agreement.

**24 INSURANCE:** DDS shall, at its own expense, maintain, for the duration of this Agreement, liability insurance sufficient to fulfill its responsibilities under Section 23 above.

**24.1** Such insurance must have limits of not less than one million dollars each occurrence and two million dollars general aggregate. The insurance shall cover liability arising out of any use made by DDS of the information or data obtained under this Agreement and shall contain separation of insured's (cross liability) provisions.

**24.2** The State of Washington, the AOC, its elected and appointed officials, agents, and employees shall be named as additional insured on said policy.

**24.3** DDS shall furnish evidence in the form of a Certificate of Insurance satisfactory to the AOC that insurance has been secured. Failure to provide proof of insurance as required or the lapsing or cancellation of such insurance coverage will result in termination of the Agreement.

**25 GENERAL TERMS AND CONDITIONS:**

**25.1 ALTERATIONS AND AMENDMENTS:** This Agreement may be amended by the AOC at any time by sending notice to DDS.

**25.2 ASSIGNMENT:** DDS may not transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to DDS under this Agreement; nor (iii) any claim arising under this Agreement.

**25.3 DISPUTES:** Except as otherwise provided in this Agreement, when a bona fide dispute concerning a question of fact arises between the AOC and DDS, and it cannot be resolved, either party may take the dispute to the Judicial Information System Data Dissemination Subcommittee. The initiating party shall put its description of the dispute in writing and deliver it to the other party. The other party shall write a response, and the matter shall be scheduled to be heard by the Data Dissemination Subcommittee. Both parties agree to exercise good faith in dispute resolution and to avoid litigation whenever possible.

**25.4 ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party.

**25.5 GOVERNING LAW:** This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington. DDS, by execution of this Agreement, acknowledges and agrees to the jurisdiction of the courts of the State of Washington in all matters relating to this Agreement.



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**25.6 HEADINGS:** The headings and table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein. In the interpretation of this Agreement, the terms and conditions shall be construed to be complementary.

**25.7 CONFLICTS OF AUTHORITY:** If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to said statute or rule of law.

**25.8 INDEPENDENT STATUS OF PARTIES:** The parties to this Agreement will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

**25.9 NON-EXCLUSIVITY:** This Agreement is non-exclusive. During the term of this Agreement, the AOC reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way the AOC's right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as the AOC may in its sole discretion deem appropriate.

**25.10 NOTICES:** Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States certified mail. Notices must be sent to DDS to the address set forth in this Agreement, and notices to the AOC must be sent to the Data Dissemination Administrator, Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, WA 98504-1170, or to such other address as each party has notified the other in writing.

**25.11 RECORDS MAINTENANCE:** DDS will retain all books, records, documents, and other materials relevant to this Agreement, including records of all recipients of information obtained from DDS, for six years after termination of this Agreement and make them available at all reasonable times to inspection, review, or audit by personnel authorized by the AOC, the Office of the State Auditor, federal officials and other officials so authorized by law.

**25.12 SAVINGS:** In the event that after the effective date of this Agreement and prior to normal completion, funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the AOC may terminate the Agreement without cause upon 30 days written notice subject to renegotiation under those new funding or project limitations and conditions.

**25.13 SEVERABILITY:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**25.14 SUBCONTRACTING:** DDS shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.

**25.15 SURVIVAL:**

**25.15.1** For as long as DDS continues to use any portion of the data provided under this Agreement, DDS must comply with the terms of this Agreement.

**25.15.2** In addition, the provisions of Sections 21, 22, and 23 of this Agreement shall survive the termination of the Agreement.

**25.16 TERMINATION:**

**25.16.1** General: This Agreement may be terminated without cause by either the AOC or DDS upon thirty (30) days written notice.

**25.16.2** Termination for Cause: DDS accepts full responsibility and liability for any violations of this Agreement by DDS and any such violation shall result in immediate termination by the AOC of all data and information provided to DDS in any form, and shall also result in immediate forfeiture to the AOC of any AOC-provided data and information in any form held by DDS. In such event, DDS shall be liable for damages as authorized by law.

**25.16.3** Termination for Nonpayment: The AOC may immediately, without notice, terminate this Agreement for failure of DDS to pay an invoice outstanding longer than 30 days.

**25.17 TERMINATION PROCEDURE:** After receipt of notice of termination for failure to timely pay an invoice, and except as otherwise directed by the AOC, DDS shall:

**25.17.1** Stop dissemination of any information and data provided by the AOC under this Agreement on the date and to the extent specified in the notice.

**25.17.2** Return or destroy all information and data provided by the AOC as stated in Subsection 7.2.9.

**25.18 WAIVER:** No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no



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breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

**26 SIGNATURES:** The parties hereto, having read this Agreement in its entirety, do agree thereto in each and every particular.

| ADMINISTRATIVE OFFICE OF THE COURTS | DATA DRIVEN SAFETY, INC. |
|---|---|
| Stephanie Happold,<br>Data Dissemination Administrator | Signature/Title June 18, 2015<br>JASON E. MURPHY |
| DATE: 6/18/15 | DATE: |

# APPENDIX A

**Jason E. Murphy**
CEO and General Counsel
DATA DRIVEN SAFETY, INC.
209 Delburg Street, Suite 205
Davidson, North Carolina 28036
jasonmurphy@datadrivensafety.com
704.255.6073 (W)
704.780.0795 (M)

May 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: Public Record Request**

Dear Stephanie,

I am seeking a data file on behalf of Data Driven Safety, Inc. ("**DDS**") substantially similar in format and layout as that previously provided to my organization pursuant to AOC Contract Number DSA 14019 (the "**Original Bulk Request Contract**") for Traffic Infraction ("**TI**") charges that were either filed and/or disposed during the period May 1, 2012 to Present. In addition, I am asking for the right to request updates to the file on a monthly basis.

As you will recall, DDS is an attorney-owned company headquartered in North Carolina that is dedicated to improving public safety. After spending many years as a prosecutor and an in-house attorney, I co-founded Data Driven Safety in 2009 on the belief that better access to law enforcement and judicial information will improve the safety of our roadways. To accomplish this mission, our organization works directly with governmental agencies to obtain public records.

DDS gathers information from thousands of state and local judicial, law enforcement and "DMV" agencies across the country. That information allows us to provide driver monitoring services to employers (including municipalities and state risk pools in the State of Washington), assist health care service providers and payors with their insurance subrogation efforts and deliver analytical and underwriting information to the life and auto insurance industries. Due to the breadth of our service offerings, our customers range from large corporations to municipalities to non-profits to small franchisees and beyond.

True to the commitment I provided to the JISC Data Dissemination Committee ("**the Committee**") via telephone in early 2013, DDS has not sought any updates to the data we obtained via our Original Bulk Request Contract. Instead, we have incurred very significant expenses and expended incredible effort in obtaining go-forward TI information through tens of thousands of paid monthly searches in JIS – each and every month. We were waiting patiently for the inclusion of the TI information in an index similar to those available for criminal civil case filings/dispositions or for another commercial entity to receive data akin to that which DDS originally sought.

If our request is approved, we acknowledge that the data will be subject to contractual restrictions similar in nature to those contained in the Original Bulk Request Contract and that a fee for retrieving the records will be due in a timely manner. We are ready, able and willing to adhere to these legal requirements.

As always, it is a pleasure to work with you and AJ. Both of you set the standard for responsiveness, diligence and courtesy. Thank you for your consideration.

Sincerely,

Jason E. Murphy

Jason E. Murphy