



State of _____)
County of _____) §

AFFIDAVIT

Being first duly sworn under penalty of perjury I hereby state:

- (a) I have read, fully understand and agree to abide by the laws and regulations now in effect and hereinafter enacted or adopted regarding the manner in which personal information from the Department of Motor Vehicles driver's license and registration files and records may be obtained and the limited uses which are permitted;
- (b) I understand that any sale or disclosure of information so obtained must be in accordance with the provisions of this section. Specifically, that I must keep records of such sale or disclosure for five years for department inspection, and that such sale or disclosure may only be for a use permitted under law;
- (c) I understand that a record will be maintained by the department of any information which I request;
- (d) I understand that a violation of the provisions of NRS 481.063 is a criminal offense. Specifically, that it is unlawful to make a false representation to obtain any information from the department, or to knowingly obtain or disclose any information from the files or records of the department for any use not permitted by the provisions of this chapter.
- (e) The agency shall keep all data, information, reports, tests, manuals, instructions, plans, system designs, computer codes, and any documents or drawings received from the State of Nevada, Department of Motor Vehicles ("Department"), or created by the agency as necessary to render performance under this Agreement, strictly confidential. Except for the sharing of information among law enforcement agencies for law enforcement purposes, the agency agrees that it may not disclose any of the aforementioned items to a person who is not a party to this agreement absent the express written consent of the Department. The agency further understands and agrees that the Department may be required to disclose, in certain instances, some of the above items in compliance with Nevada Public Records Law, and these instances do not change the obligations of the agency to maintain confidentiality as set out above.
The confidential items, as set out above, specifically include, but are not limited to, the following items:
 - 1) Information regarding security passwords, security access codes, and security programs; access codes for software applications; and security procedures, processes, and recovery plans;
 - 2) Specific data collected in preparation of or essential to the Department's business;
 - 3) Security testing results, especially if the results identify specific system vulnerabilities.
- (f) The agency also agrees and understands that this confidentiality provision's purpose is to prevent public disclosure that may have an impact on public safety or security, including but not limited to security of personal information.
- (g) In addition to any other indemnification agreements contained in this Affidavit, The agency further agrees to indemnify, hold harmless, and defend the Department from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, based on the agencies release of the aforementioned items.
- (h) If the agency must disclose some of the above items to a third party, the agency shall obtain the written consent of the Department and the third party must agree, in writing, to the terms of this provision.
- (i) The terms of this provision shall survive the completion of performance under this Agreement and/or the termination of this Agreement.

Signatures must be original. Photocopies are not acceptable.

DATED this _____ day of _____, (20 __)

Signature of Applicant/Agency

Printed Name of Applicant/Agency

Title (if applicable)

Signed and sworn to before me this

_____ day of _____, (20 __)

By _____

NOTARY Public **or** Authorized Nevada DMV Representative