Texas Motor Vehicle Records Data Contract
Data Use Agreement

This Agreement is in accordance with the fully executed Texas Motor Vehicle Records Data Contract ("**Contract**") between the Texas Department of Motor Vehicles ("**TxDMV**") and City of Manor ("**Recipient**"), and it is applicable to _____ ("**Authorized User**"), an external user employed by the Recipient who is given access to the data product(s) named in the Contract ("**Account**") for the certified permissible purpose(s).

As an Authorized User, I understand and agree that:

1. TxDMV is the Texas state agency responsible for administering and retaining personal information contained in Texas motor vehicle records (the **"Data"**), both of which are defined in Texas Transportation Code § 730.003; and
2. I am responsible for protecting and maintaining the confidentiality of information provided by the department, and for upholding the TxDMV standards of security and confidentiality while accessing the Data; and
3. I am accountable for the security and well-being of all data and systems I am authorized to access; and
4. Any actions performed by the Authorized User that are deemed negligent or may compromise the security and operation of the Account or the Data will result in the immediate suspension of the Account until the compromising condition is resolved to the satisfaction of the TxDMV; and
5. Any actions by the Authorized User resulting in damages/loss of information resources may result in termination of the Contract and may also result in legal action; and
6. I will not attempt to circumvent information system security devices or procedures by using or attempting to use any transaction, software, files, or other resources that I am not authorized to use. I understand that intentionally failing to observe these requirements or intentionally bypassing them may constitute a breach of information systems security as defined in the Texas Penal Code §33.02 and may result in termination of the contract and may also result in legal action; and
7. The procedure(s) and password(s) for accessing the Account(s) shared with the Authorized User are confidential and shall not be shared with anyone; and
8. I will not disclose, share, or post my username, password(s), or the procedures for accessing the Account(s), where unauthorized persons may view them; and
9. Any attempts to access and utilize the Account(s) for uses other than their intended purposes may result in prosecution under the Computer Fraud and Abuse Act of 1986 as well as any other applicable statutes and regulations.

By signing below, I acknowledge receipt of this agreement, understand its contents, and agree to abide by the terms set forth herein. Furthermore, as an Authorized User, I affirm the Recipient has informed me of, and I agree to abide by, sections **4. Data Restrictions, 5. Data Redisclosure, 6. Data Security, Confidentiality and Breaches, and 7. Recipient's User Identification,** of the executed Contract.

_____ _____

Signature of Authorized User **Date**