



State of _____
County of _____

AFFIDAVIT

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

- (a) I submit I have been duly authorized to represent myself or organization(s) for which I enter into this binding agreement. Subsequently 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 State of Nevada Department of Motor Vehicles ("Department") driver's license, 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, 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. This duty extends to all authorized persons, subcontractors, agents, and employees of the Vendor.
(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 and NRS 485.316 is a criminal offense, up to and including a category D felony for which a court shall sentence a convicted person to imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 4 years. In addition to any other penalty, the court may impose a fine of not more than \$5,000 unless a greater fine is authorized or required by statute. Specifically, 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) I understand that I and the organization(s) I represent shall keep all data, information, reports, tests, manuals, instructions, plans, system designs, computer codes, and any documents or drawings that are related to infrastructure security received from the 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 under NRS 481.063 Section 6, I agree and hold accountable any vendors, contractors, subcontractors, agents, outsourcers, and auditors as disclosed as part of the initial contract agreement with the Department. I will not disclose any of the items as referenced in this subsection to a person who is not a party to this agreement absent the express written consent of the Department. I further understand and agree 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 my or my organization's obligations 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 defense in-depth strategies, Information Security Policies, Information Security Plans, Intrusion Protection/Prevention systems, access control measures, network and/or systems architecture, 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 connection to the Department's infrastructure or information essential to the Department's information security.
3) Security testing results, especially if the results identify specific system vulnerabilities.

I also agree and understand 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 personally identifiable information (PII). In addition to any other indemnification agreements contained in this Affidavit, I further agree 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. If I must disclose some of the above items to a third party, I shall obtain the written consent of the Department and the third party must agree, in writing, to the terms of this provision. The terms of this provision shall survive the completion of performance under this Agreement and/or the termination of this Agreement.

I attest to the fact that I am an authorized representative for myself or of the requesting organization. I declare under penalty of perjury that the foregoing is true and correct. Signatures must be original. Photocopies are not acceptable.

DATED this _____ day of _____, (20 ____)

Signature of Applicant Printed Name and Title (if applicable) of Applicant

Signed and sworn to before me this _____ day of _____, (20 ____)

By _____

NOTARY Public or Authorized Nevada DMV Representative (Notary Seal)