

Requested by Senator BOQUIST

**PROPOSED AMENDMENTS TO  
A-ENGROSSED HOUSE BILL 3152**

1 On page 1 of the printed A-engrossed bill, delete lines 7 through 16 and  
2 delete page 2 and insert:

3 “(a) ‘Access fee’ means a requirement to pay money for access to protected  
4 dealer data.

5 “(b)(A) ‘Authorized service supplier’ means a person with which a dealer  
6 has a contractual relationship or to which the dealer otherwise gives express  
7 written authorization to have access to protected dealer data for the purpose  
8 of performing a specific function for the dealer.

9 “(B) ‘Authorized service supplier’ does not include:

10 “(i) A manufacturer, distributor or importer or any entity that is a sub-  
11 sidiary or affiliate of, or acts on behalf of, a manufacturer, distributor or  
12 importer; or

13 “(ii) A governmental body or other person that is acting in accordance  
14 with federal, state or local law or a valid court order.

15 “(c) ‘Dealer management system’ means software, hardware or firmware  
16 that a dealer licenses from a dealer management system provider for the  
17 purpose of facilitating the dealer’s daily business operations and on which  
18 the dealer stores, maintains, processes and secures protected dealer data.

19 “(d) ‘Dealer management system provider’ means a person that for com-  
20 pensation maintains and licenses a dealer management system.

21 “(e)(A) ‘Protected dealer data’ means:

1 “(i) Personal data or financial data about a consumer that a dealer gen-  
2 erated or that the consumer provided to the dealer and that is not otherwise  
3 publicly available; and

4 “(ii) Any other data to which a dealer has rights in connection with the  
5 dealer’s daily business operations and stores or maintains in a dealer man-  
6 agement system.

7 “(B) ‘Protected dealer data’ does not include intellectual property owned  
8 by a person other than the dealer.

9 “(2) A dealer management system provider may:

10 “(a) Condition a dealer’s or authorized service supplier’s access to and  
11 ability to receive, share, copy, use, write or transmit protected dealer data  
12 from or to a dealer management system on the dealer’s or authorized service  
13 supplier’s compliance with security standards or protocols that the dealer  
14 management system provider specifies;

15 “(b) Require an authorized service supplier to have express written au-  
16 thorization from a dealer before allowing the authorized service supplier to  
17 gain access to, receive, share, copy, use or transmit protected dealer data;  
18 and

19 “(c) Deny access to a dealer management system to a dealer if the dealer  
20 fails to pay an amount due to the dealer management system provider under  
21 a license, contract or other agreement concerning the dealer’s access to or  
22 use of the dealer management system.

23 “(3) Except as provided in subsection (2) of this section, a dealer man-  
24 agement system provider may not take any action that would limit or pro-  
25 hibit a dealer’s or an authorized service supplier’s ability to receive, protect,  
26 store, copy, share or use protected dealer data using means that include, but  
27 are not limited to:

28 “(a) Imposing an access fee on a dealer or authorized service supplier.

29 “(b) Restricting a dealer or an authorized service supplier from sharing  
30 protected dealer data. Examples of restrictions this paragraph does not per-

1 mit include, but are not limited to:

2 “(A) Limits on the scope or nature of protected dealer data to which a  
3 dealer or authorized service supplier has access or may share; and

4 “(B) A requirement for a dealer or authorized service supplier to provide  
5 sensitive or confidential business information or information that a dealer  
6 or authorized service supplier uses for competitive purposes in return for  
7 access to protected dealer data or an authorization to share protected dealer  
8 data, unless the information that the dealer management system provider  
9 requires is necessary for the dealer management system provider to deliver  
10 services the dealer or the authorized service supplier requests.

11 “(4) Except as otherwise provided in this section, any term or condition  
12 of a contract with a dealer management system provider that conflicts with  
13 the requirements set forth in subsection (3) of this section is void and  
14 unenforceable to the extent of the conflict.

15 “(5)(a) An authorized service supplier shall:

16 “(A) Obtain express written authorization from a dealer before gaining  
17 access to, receiving, sharing, copying, using, writing or transmitting pro-  
18 tected dealer data; and

19 “(B) Comply with the security standards or protocols that a dealer man-  
20 agement system provider requires for gaining access to, receiving, sharing,  
21 copying, using or transmitting protected dealer data.

22 “(b) A dealer may withdraw, revoke or amend any express written au-  
23 thorization the dealer provides under paragraph (a)(A) of this subsection:

24 “(A) At the dealer’s sole discretion, if the dealer gives 30 days’ prior no-  
25 tice to an authorized service supplier; or

26 “(B) Immediately, for good cause.

27 “(6)(a) This section does not prevent a dealer, a dealer management sys-  
28 tem provider or an authorized service supplier from discharging the dealer’s,  
29 dealer management system provider’s or authorized service supplier’s obli-  
30 gations under federal, state or local law to secure and prevent unauthorized

1 access to protected dealer data, or from limiting the scope of the obligations,  
2 in accordance with federal, state or local law.

3 “(b) A dealer management system provider is not liable for any action  
4 that a dealer takes directly with respect to securing or preventing unau-  
5 thorized access to protected dealer data, or for actions that an authorized  
6 service supplier takes in appropriately following the dealer’s written in-  
7 structions for securing or preventing unauthorized access to protected dealer  
8 data, to the extent that the actions prevent the dealer management system  
9 provider from meeting a legal obligation to secure or prevent unauthorized  
10 access to protected dealer data.

11 “(c) A dealer is not liable for any action that an authorized service sup-  
12 plier takes directly with respect to securing or preventing unauthorized ac-  
13 cess to protected dealer data, or for actions that the authorized service  
14 supplier takes in appropriately following the dealer’s written instructions for  
15 securing or preventing unauthorized access to protected dealer data, to the  
16 extent that the actions prevent the dealer from meeting a legal obligation  
17 to secure or prevent unauthorized access to protected dealer data.

18 “(d) An authorized service supplier is not liable for any action that a  
19 dealer takes directly with respect to securing or preventing unauthorized  
20 access to protected dealer data, or for actions that the dealer takes in ap-  
21 propriately following the authorized service supplier’s written instructions  
22 for securing or preventing unauthorized access to protected dealer data, to  
23 the extent that the actions prevent the authorized service supplier from  
24 meeting a legal obligation to secure or prevent unauthorized access to pro-  
25 tected dealer data.

26 **“SECTION 3. Section 2 of this 2019 Act applies to a contract or**  
27 **other agreement that a dealer management system provider enters**  
28 **into or renews with a dealer on or after the effective date of this 2019**  
29 **Act. For purposes of this section, a dealer management system pro-**  
30 **vider renews a contract or other agreement with a dealer if during the**

1 **term of the contract or other agreement the dealer management sys-**  
2 **tem provider unilaterally amends, deletes or adds a material provision**  
3 **from or to the contract or other agreement.”.**

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