

STATE OF OKLAHOMA

1st Session of the 60th Legislature (2025)

SENATE BILL 604

By: Gollihare

AS INTRODUCED

An Act relating to motor vehicle dealers; amending Section 1, Chapter 29, O.S.L. 2023 (47 O.S. Supp. 2024, Section 564.3), which relates to dealer management system providers; clarifying parameters of certain data security standards; and providing an effective date.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. AMENDATORY Section 1, Chapter 29, O.S.L. 2023 (47 O.S. Supp. 2024, Section 564.3), is amended to read as follows:

Section 564.3. A. As used in this section:

1. "Access fee" means a requirement to pay money for access to protected dealer data;

2. "Authorized integrator" means a person who a dealer has a contractual relationship with or the dealer otherwise gives express written authorization to have access to protected dealer data stored on a dealer data system or to write protected dealer data to the dealer data system for the purpose of performing a specific function for the dealer;

1           3. "Dealer data system" means software, hardware, or firmware  
2 that a dealer leases or rents from a dealer management system  
3 provider for the purpose of storing protected dealer data;

4           4. "Dealer management system provider" means a person who, for  
5 compensation, maintains and provides access to a dealer data system  
6 in which a dealer stores protected dealer data;

7           5. "Protected dealer data" means:

8           a. consumer data that a dealer generated or that the  
9 consumer provided to the dealer that is not otherwise  
10 publicly available and the consumer has not otherwise  
11 provided consent or acknowledgment to share the  
12 information, and

13           b. any other dealer data in connection with the dealer's  
14 daily business operations in which a dealer has rights  
15 in a dealer data system; and

16           6. Authorized integrator and dealer management system provider  
17 do not include:

18           a. a manufacturer, distributor, importer, or any entity  
19 that is a subsidiary or affiliate of, or acts on  
20 behalf of, a manufacturer, distributor, or importer,  
21 or

22           b. a governmental body or other person that is acting in  
23 accordance with federal, state, or local law, or a  
24 valid court order.

1 B. A dealer management system provider may:

2 1. Condition access and ability of a dealer or authorized  
3 integrator to receive, share, copy, use, write, or transmit  
4 protected dealer data from or to a dealer data system on the  
5 dealer's or authorized integrator's compliance with commercially  
6 reasonable data security standards;

7 2. Require an authorized integrator to have express written  
8 authorization from a dealer before allowing the authorized  
9 integrator to gain access to, receive, share, copy, use, or transmit  
10 protected dealer data; and

11 3. Deny access to a dealer data system to a dealer if the  
12 dealer fails to pay an amount due to the dealer management system  
13 provider under a lease, contract, or other agreement concerning the  
14 dealer's access to or use of the dealer data system.

15 C. Except as provided in subsection B of this section, a dealer  
16 management system provider shall not take any action that would  
17 limit or prohibit the ability of a dealer or an authorized  
18 integrator to receive, protect, store, copy, share, or use protected  
19 dealer data using means that include, but are not limited to:

20 1. Imposing an access fee on a dealer or authorized integrator;  
21 and

22 2. Restricting a dealer or an authorized integrator from  
23 sharing protected dealer data or writing data or having access to a  
24

1 dealer data system. Prohibited restrictions pursuant to this  
2 paragraph include, but are not limited to:

- 3 a. limits on the scope or nature of protected dealer data  
4 to which a dealer or authorized integrator has access  
5 or may share or write to a dealer data system, and
- 6 b. a requirement for a dealer or authorized integrator to  
7 provide sensitive or confidential business information  
8 or information that a dealer or authorized integrator  
9 uses for competitive purposes in return for access to  
10 protected dealer data or an authorization to share or  
11 write protected dealer data to a dealer data system.

12 D. Except as otherwise provided in this section, any term or  
13 condition of a contract with a dealer management system provider  
14 that conflicts with the requirements set forth in subsection C of  
15 this section is void and unenforceable to the extent of the  
16 conflict.

17 E. An authorized integrator shall:

- 18 1. Obtain express written authorization from a dealer before  
19 gaining access to, receiving, sharing, copying, using, writing, or  
20 transmitting protected dealer data;
- 21 2. Comply with security standards in gaining access to,  
22 receiving, sharing, copying, using, writing, or transmitting  
23 protected dealer data; and

1           3. Allow a dealer to withdraw, revoke, or amend any express  
2 written authorization the dealer provides under paragraph 1 of this  
3 subsection:

4           a. at the sole discretion of the dealer, if the dealer  
5 gives a thirty-day prior notice to an authorized  
6 integrator, or

7           b. immediately, for good cause.

8           F. 1. This section does not prevent a dealer, a dealer  
9 management system provider, or an authorized integrator from  
10 discharging the obligations of a dealer, dealer management system  
11 provider, or of an authorized integrator under federal, state, or  
12 local law to secure and prevent unauthorized access to protected  
13 dealer data, or from limiting the scope of the obligations, in  
14 accordance with federal, state, or local law.

15           2. A dealer management system provider is not liable for any  
16 action that a dealer takes directly with respect to securing or  
17 preventing unauthorized access to protected dealer data, or for  
18 actions that an authorized integrator takes in appropriately  
19 following the written instructions of the dealer for securing or  
20 preventing unauthorized access to protected dealer data, to the  
21 extent that the actions prevent the dealer management system  
22 provider from meeting a legal obligation to secure or prevent  
23 unauthorized access to protected dealer data.

1           3. A dealer is not liable for any action that an authorized  
2 integrator takes directly with respect to securing or preventing  
3 unauthorized access to protected dealer data, or for actions that  
4 the authorized integrator takes in appropriately following the  
5 written instructions of the dealer for securing or preventing  
6 unauthorized access to protected dealer data, to the extent that the  
7 actions prevent the dealer from meeting a legal obligation to secure  
8 or prevent unauthorized access to protected dealer data.

9           4. An authorized integrator is not liable for any action that a  
10 dealer takes directly with respect to securing or preventing  
11 unauthorized access to protected dealer data, or for actions that  
12 the dealer takes in appropriately following the written instructions  
13 of the authorized integrator for securing or preventing unauthorized  
14 access to protected dealer data, to the extent that the actions  
15 prevent the authorized integrator from meeting a legal obligation to  
16 secure or prevent unauthorized access to protected dealer data.

17           5. A manufacturer, distributor, importer, or any entity that is  
18 a subsidiary or affiliate of, or acts on behalf of, a manufacturer,  
19 distributor, or importer is not liable for any action that a dealer,  
20 dealer management system provider, authorized integrator, or other  
21 third party, except for a third party who the manufacturer has  
22 provided the data to as provided for in paragraph 7 of this  
23 subsection, takes directly with respect to securing or preventing  
24 unauthorized access to protected dealer data or for actions that an

1 authorized integrator, dealer management system provider, or other  
2 third party takes in appropriately following the written  
3 instructions of the dealer for securing or preventing unauthorized  
4 access to protected dealer data.

5 6. Notwithstanding any other agreement, an authorized  
6 integrator shall indemnify and hold the new motor vehicle dealer  
7 harmless from any third-party claims asserted against or damages  
8 incurred by the new motor vehicle dealer to the extent caused by  
9 access to, use of, or disclosure of consumer data in violation of  
10 this section.

11 7. Notwithstanding any other agreement, a manufacturer,  
12 distributor, importer, or any entity that is a subsidiary or  
13 affiliate of, or acts on behalf of, a manufacturer, distributor, or  
14 importer shall indemnify the dealer for any third-party claims  
15 asserted against or damages incurred by the dealer to the extent the  
16 claims or damages are caused by the access to and unlawful  
17 disclosure of protected dealer data resulting from a breach caused  
18 by the manufacturer or distributor or a third party to which the  
19 manufacturer or distributor has provided the protected dealer data  
20 in violation of this section, the written consent granted by the  
21 dealer, or other applicable state or federal law.

22 SECTION 2. This act shall become effective November 1, 2025.  
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