

SECTION 1:

REGISTRATION AGREEMENT



Thank you for your interest in New Mexico Interactive's services. To access certain services made available by New Mexico Interactive through MVD Online, you must register with New Mexico Interactive, the online service provider for the New Mexico Taxation and Revenue Department.

To register, read all the information carefully, complete, sign and notarize this Agreement along with any other required forms. Return completed forms to the following address:

New Mexico Interactive, LLC

Attn: Registered User Center
4001 Office Court Drive, Suite 704
Santa Fe, NM 87507

The annual New Mexico Interactive registration fee is \$75.00. Please include this amount with your registration. Thereafter, the annual renewal fee is \$75.00 and is billed to your monthly account automatically.

In addition to registration, certain New Mexico Interactive services have secondary registration, annual use, statutory and/or transaction usage fees associated with them. Please note that some services require additional forms and approvals.

These forms and information on all fees are provided as an attachment to this Registration Agreement or on the associated Internet pages. Any statutory or usage fees are billed on a monthly basis; annual registration and/or secondary registration fees will be billed on the first month's invoice.

If you have any questions regarding information contained within this Agreement, please contact New Mexico Interactive, LLC, at 505-982-8307.

REGISTERING IS EASY

1. You will need a computer with access to the Internet and a Web browser.
2. **Sign, notarize and return this agreement to the address above.** Upon receipt of the signed and completed agreement, New Mexico Interactive will notify you of receipt of the agreement and provide passwords, if applicable.

When you receive confirmation or notification, you may begin using our services for which there is a fee. You will be billed on a monthly basis for your monthly account usage, if applicable.

By my signatures, I have read and agree to the terms and conditions of New Mexico Interactive, LLC's Monthly Account Holder (if applicable) and Registration Agreement as presented. If signing this Agreement on behalf of an organization or company, I represent that I have authority to bind the organization or company to this Agreement.

Customer Signature

Signature Date

Print Name

Title

Phone Number

Phone number provided must be verifiable via a third party, (i.e. Phone Book, Internet, Etc.)

FOR OFFICE USE ONLY

NMI Account Number

Classification

NMI Signature *General Manager*

Date

SECTION 2:

REGISTERED USER INFORMATION

Mailing Address

Organization Name

SIC Code

Attention

Title

Address

City/State/ZIP

Telephone

Fax

Email Address

Identifier Question

Please answer one of the following questions:

In what city were you born?

From what high school did you graduate?

Billing Address (IF DIFFERENT FROM ABOVE)

Organization Name

SIC Code

Attention

Title

Address

City/State/ZIP

Telephone

Fax

Email Address

Billing Options

Please Select One: All usage fees incurred will be totaled and billed monthly.

Manual Invoice *(Sent via email to billing address listed to the right)*

Billing Email

Auto Check Option *(Usage fees are deducted from checking account monthly)*

Second Billing Email

Bank Name

Routing No.

Account No.

Credit Card Option *(Usage fees are paid via credit card monthly)*

Name on Card

Credit Card Type

Security Code

*(Last three numbers on
the back of the credit card)*

Credit Card Number

Date of Expiration

User Accounts

This Registration Agreement allows for up to 10 user ID/Passwords. Please list each individual who is to have access to the requested service(s). You must register each user first, and then complete the following user designation information.

More users may be added by purchasing another registration packet. Each \$75.00 registration fee will allow for up to 10 additional users. For more than 10 users, please contact New Mexico Interactive.

Name(s) to be registered to account: By signing below, you acknowledge that you are and shall remain in compliance with applicable State and Federal laws and the contractual terms and conditions of the Monthly Account Holder Agreement below. Any person, who willfully and knowingly obtains, resells, transfers, or uses information in violation of the law shall be liable to any injured party for treble damages, reasonable attorney's fees, and costs. Other civil and criminal laws may also apply.

Max. 10 users per account – Non-government only. Admin must also be listed to obtain user name and password.

Account Types

- 1. AA (ACCTADMIN):** Customer Account Administrator is the Administrator for the account. This person will be contacted about all issues related to create, delete or modify users' accounts for this customer. If a password is lost or forgotten, the Account Administrator must contact New Mexico Interactive. It is the responsibility of the Account Administrator to notify New Mexico Interactive of any terminated employees, who are also users on this account. **Only one person may be identified as the Account Administrator.**
- 2. BA (BILLADMIN):** Customer Account Billing Administrator has access to the system billing information for all of the customer's accounts.
- 3. U (USER):** Customer Account User. All registered users are included in this group.

Account Administrator

_____	_____	_____
Print Name	E-Mail	Address
_____	_____	_____
Driver License #	State Issued	Expiration
_____	_____	ADMIN
Signature	Date	

Additional Account Type(s)

_____ Print Name	_____ E-Mail	_____ Address
_____ Driver License #	_____ State Issued	_____ Expiration
_____ Signature	_____ Date	Account Type USER 1

_____ Print Name	_____ E-Mail	_____ Address
_____ Driver License #	_____ State Issued	_____ Expiration
_____ Signature	_____ Date	Account Type USER 2

_____ Print Name	_____ E-Mail	_____ Address
_____ Driver License #	_____ State Issued	_____ Expiration
_____ Signature	_____ Date	Account Type USER 3

_____ Print Name	_____ E-Mail	_____ Address
_____ Driver License #	_____ State Issued	_____ Expiration
_____ Signature	_____ Date	Account Type USER 4

Additional Account Type(s) CONTINUED...

_____ Print Name	_____ E-Mail	_____ Address
_____ Driver License #	_____ State Issued	_____ Expiration
_____ Signature	_____ Date	Account Type USER 5

_____ Print Name	_____ E-Mail	_____ Address
_____ Driver License #	_____ State Issued	_____ Expiration
_____ Signature	_____ Date	Account Type USER 6

_____ Print Name	_____ E-Mail	_____ Address
_____ Driver License #	_____ State Issued	_____ Expiration
_____ Signature	_____ Date	Account Type USER 7

_____ Print Name	_____ E-Mail	_____ Address
_____ Driver License #	_____ State Issued	_____ Expiration
_____ Signature	_____ Date	Account Type USER 8

Additional Account Type(s) CONTINUED...

_____	_____	_____	
Print Name	E-Mail	Address	
_____	_____	_____	_____
Driver License #	State Issued	Expiration	Account Type
_____	_____		USER 9
Signature		Date	

_____	_____	_____	
Print Name	E-Mail	Address	
_____	_____	_____	_____
Driver License #	State Issued	Expiration	Account Type
_____	_____		USER 10
Signature		Date	

SECTION 3:

TERMS AND CONDITIONS

The Monthly Account Holder and New Mexico Interactive, LLC ("NMI") the online service provider for the New Mexico Taxation and Revenue Department ("TRD"), wish to contract for the provision of services from NMI to Monthly Account Holder per the Terms and Conditions below. NMI provides on-line access, from terminals or personal computers, to the database(s) of the New Mexico Motor Vehicle Division ("MVD"). Monthly Account Holder wishes to use the services made available by NMI through MVD Online.

Terms and Conditions

1. This Agreement sets forth the terms and conditions under which NMI will provide services to Monthly Account Holder.
2. NMI reserves the right to withdraw any service without consulting Monthly Account Holder prior to withdrawing such service and shall have no liability whatsoever to Monthly Account Holder in connection with deletion of any such service.
3. Monthly Account Holder acknowledges that he/she has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This Agreement, and other notices provided to Monthly Account Holder by NMI, constitutes the entire agreement between the parties. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. In the event Monthly Account Holder issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Monthly Account Holder's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
4. Conditions of Use
 - A. Hours of Service: Service will be provided on a non-guaranteed basis seven (7) days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by NMI in its sole discretion.
 - B. ID/Account Numbers: NMI will issue to the Monthly Account Holder a maximum of ten (10) ID/account numbers per annual fee. Monthly Account Holder is responsible for preserving the secrecy of his/her account numbers and to ensure that access to services and use of his/her ID/account numbers are controlled by him/her and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Monthly Account Holder is liable for any and all charges for services to his/her ID/account numbers whether or not authorized by Monthly Account Holder.
 - C. Access: Monthly Account Holder is solely responsible for the selection and procurement of any equipment and communication lines.
 - D. Copyright and Ownership of Information: Monthly Account Holder agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through NMI.

- E.** Use of information: Monthly Account Holder agrees to abide by all applicable use statements and requirements outlined for access of information or services through NMI. Monthly Account Holder recognizes that each transaction and statement of use will be logged and retained for auditing purposes by NMI.
- F.** Registration and/or online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Monthly Account Holder to gain access to those services.
- G.** It is the sole responsibility of the Monthly Account Holder to notify NMI in writing of any and all terminations as it relates to Users with access to the account. Once notified, it will then become the responsibility of NMI to remove said User's access to the account.

5. Payment

- A.** Invoices for all services rendered will be prepared by NMI and provided by NMI to Monthly Account Holder. Rates shall be in accordance with the current NMI rate schedule. Terms of invoice payment shall be net twenty (20) days. Unpaid invoices following the net term shall be deemed Past Due.
- B.** In addition to the rates contained herein, Monthly Account Holder shall pay NMI for all sales, use, and excise taxes incurred by NMI in providing services to Monthly Account Holder if applicable. NMI makes no representations as to the liability or exemption from liability of the Monthly Account Holder to any tax imposed by any governmental entity.
- C.** Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Monthly Account Holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
- D.** Payment Options: (Monthly Account Holder selects one)
 - I.** Auto Check Option – Monthly, a financial Institution automatically deducts the amount of usage and filing fees including any annual, monthly or quarterly registration fees out of a designated checking/banking account.
 - II.** Monthly Invoice – NMI bills Monthly Account Holder monthly usage and filing fees and bills on the appropriate month for any annual, monthly or quarterly registration fees.
 - III.** Credit Card Option – Credit Card Company automatically pays the amount of usage and filing fees, including any annual, monthly, or quarterly registration fees, upon presentment of statement of charges electronically by billing service for NMI.
- E.** Default: An account is in default if it is past due for 60 days or if Monthly Account Holder should declare a bankruptcy or insolvency. In the event of default, NMI may, at its sole option, block the Monthly Account Holder from use of the account either temporarily or until the past due amount is paid or permanently block the Monthly Account Holder from use of the account, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent NMI from exercising this option at any other time or degree of delinquency.

6. Limitation of Liability

- A.** The remedies set forth in this Agreement are exclusive and in no event shall NMI, its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Monthly Account Holder for the services in connection with which a claim of liability is asserted or imposed.
- B.** Monthly Account Holder agrees that NMI will not be liable for any claim or demand of any nature or kind whether asserted against NMI or against Monthly Account Holder by any third party, arising out of the services or materials provided or their use. Monthly Account Holder agrees to indemnify and hold NMI harmless from claims of third parties arising out of the Monthly Account Holder's use of the services or materials provided pursuant to this Agreement.
- C.** NMI shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstances beyond its reasonable control, including problems with or delays caused by its database or other providers.
- D.** No action or suit, regardless of form, other than an action for payments due NMI, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.
- E.** NMI, the State of New Mexico, and all other parties who may from time to time provide information for access by NMI shall at no time be liable for any errors in or omissions from information available through NMI

7. Warranty

- A.** NMI makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While NMI and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
- B.** Monthly Account Holder warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through NMI.

8. Rate/Fee Changes

- A.** Rates/Fees are set forth in the Monthly Account Service Agreement insert and are established by NMI in its sole discretion (unless this Agreement is a fixed term Agreement as detailed in Paragraph 8b below.)
- B.** The parties may enter into a fixed-term Agreement setting forth a set rate/fee for a specified term. Any such Agreement will be evidenced and detailed in writing.

9. Renewals

User accounts renew annually automatically on the last day of their anniversary month unless NMI is notified in writing to the contrary. Some accounts may have an annual renewal that is not based on anniversary date and those accounts will automatically renew on a predetermined calendar period (i.e. January of every year). The appropriate annual fee will be applied in the billing for that month.

10. Limitations

- A. Under no circumstances may Monthly Account Holder, or any other party acting by or through Monthly Account Holder or using Monthly Account Holder's ID/account number(s), use data received from or through NMI in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.
- B. Monthly Account Holder specifically recognizes and affirms that he/she, or any other party acting by or through Monthly Account Holder or using Monthly Account Holder's ID/account number(s), will comply with all applicable provisions of all federal and state laws governing privacy and information dissemination as a requestor of public information.
- C. Monthly Account Holder understands that his/her NMI service privileges may be terminated for a violation of this Agreement or of an applicable federal, state, local or other law or regulation, and further that he/she may be prosecuted for such violations.
- D. Monthly Account Holder agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Monthly Account Holder by NMI through MVD Online.
- E. Monthly Account Holder acknowledges that records of its access to for-fee Services will be maintained by NMI and are subject to audit and examination for compliance with applicable limitations on use.

11. Trade Name / Trademark

Monthly Account Holder agrees that he/she will not use the trademarks "NMI," "MVD Online," or any of NMI's services identified in any fashion unless specifically authorized to do so in writing by NMI.

12. General

- A. **Authority:** Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into the Agreement. Each party further acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by it.
- B. **Waiver:** The waiver, modification, or failure to insist by NMI on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of NMI's right to performance of any such term or terms.
- C. **Severability:** If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.

D. **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of New Mexico as such laws are applied to contracts made and to be performed entirely in New Mexico, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in New Mexico and in no other jurisdiction.

E. **Notices:** All notices required under this Agreement must be in writing and directed to New Mexico Interactive, LLC as follows: New Mexico Interactive ATTN: Angie Lincoln, General Manager, 4001 Office Court Dr, #704, Santa Fe, NM 87507.

F. **Assignment:** This Agreement is not assignable or transferable by Monthly Account Holder and any attempted assignment or transfer shall be null and void and of no force or effect. NMI may assign this Agreement and/or the payments due to NMI without notice to or requirement for Monthly Account Holder's permission or approval.

13. NMI LLC, a New Mexico limited liability company, manages the day-to-day operations and activities of MVD Online under one or more contracts with the State of New Mexico, specifically, the New Mexico Department of Taxation and Revenue.

SECTION 4: SELECT ONLINE SERVICES

Please select the Online Service to which you or your organization would like to have access:

Online Access to Driver License Records (choose one of the following)

Interactive (for instant access to a record)

Point-to-Point (for bulk data)

Online Access to Motor Vehicle Records (choose one of the following)

Interactive (for instant access to a record)

Point-to-Point (for bulk data)

Driver Monitoring (choose one of the following)

Interactive (for instant access to a record)

Point-to-Point (for bulk data)

Boat and Vehicle Bulk Data

(Additional documents required)

Youthful Driver Monitoring

Disability Placard

Would you like to be notified when we have new online services?

No Yes, e-mail to main contact Yes, e-mail to other: _____

To request Online Services that become available in the future, the Account Administrator, (ACCTADMIN) may email their request to aaron@nminteractive.org. The request must be submitted on the company's letterhead and the subject line should read, "Accessing Additional Services."

SECTION 5: **NOTARY**

Notary Statement

Subscribed and affirmed before me, a notary public, this ____ day of _____, 201__, in the county of _____, State of New Mexico. The above signed, personally appeared and has proven to be the person whose name is subscribed to the within instrument.

Signature of Notary

Commission Expires

SIC Code

Seal