



AGREEMENT FOR ACCESS TO DRIVER'S LICENSE AND MOTOR VEHICLE RECORDS

This Agreement is made between _____, a person or entity with its address at _____ ("Sub-vendor" or "End User"), and New Mexico Interactive, LLC (hereafter "Vendor" or "Authorized Recipient") provider of online services, known as New Mexico Interactive, pursuant to a long-term contract with the New Mexico Taxation and Revenue Department.

Definitions

"New Mexico Driver's Privacy Protection Agreement" or "NMDPPA" is a document indicating the End User's intended use of MVD records. The NMDPPA states that the End User shall not obtain, use, resell, or transfer the information for any purpose prohibited by Section 66-2-7.1 NMSA 1978 or the Driver's Privacy Protection Act ("DPPA"), 18 U.S.C. § 2721 et seq.

"Agreement Effective Date" is the date when the last signature needed to make this Agreement effective is affixed thereto

"New Mexico Interactive Registration Agreement" is required by New Mexico Interactive, as a condition of access to New Mexico Motor Vehicle Division online services. This Agreement outlines terms of use and is signed annually by the Registrant.

"Disclosure" or "Disclosed" is the sale, giving away without compensation, or other transfer or revelation of the information or data contained in a Driver's License Record (DLR), or Title, Lien and Registration Record/Motor Vehicle Record (TLR).

"MVD" or "Division" is the New Mexico Motor Vehicle Division.

"DPPA" is the Driver Privacy Protection Act (18 USC § 2721, et seq.).

"End User" is a qualified person or entity that requests and obtains a copy of a DLR, or TLR electronically from the Vendor/Authorized Recipient or from a Sub-vendor. "End User" also includes all persons or entities that subsequently obtain and use such Records from an "End User."

"Interactive Service" is a service operated by Vendor/Authorized Recipient to allow Sub-vendors or End Users to electronically submit a request for Records or data services and the requested Records or services are delivered electronically to the Sub-vendor or End User.

"Driver History Record" or "DLR" is any of class of records compiled and maintained by the MVD pertaining to a driver's license, a permit, a motor vehicle registration, a motor vehicle title or an identification document issued by the Division.

“Personal Information” or **“PI”** is defined in the federal Driver’s Privacy Protection Act (“DPPA”) and Section 66-1-4.14F NMSA 1978, as amended from time to time.

“Records Containing Personal Information” or **“RCPI”** are those DLRs, or TLRs in which any data field of Personal Information has not been removed.

“Records Without Personal Information” or **“RWPI”** are those DLRs, or TLRs from which the Personal Information has been removed.

“Records” are the motor vehicle records; title, registration, or lien records or any portion of the records maintained by the MVD as defined under Section 66-2-7.1 NMSA 1978.

“Statement of Confidentiality” is a statement from an employee, officer, staff member, temporary employee, or subcontractor of Vendor or Sub-vendor that the confidentiality of any information contained within MVD Records obtained by the Sub-vendor shall be maintained at all times and that Records shall not be distributed, sold or shared with any third party or used in any way except as expressly authorized by law.

“Subcontractor” is an entity that provides goods and/or services to the Vendor who may have direct or indirect contact with Records while providing such goods and/or services.

“Sub-vendor” is a business entity that obtains Records from a Vendor for purposes of distributing the Records to End Users.

“Title, Lien or Registration Records” or **“TLRs”** are Motor Vehicle Records that pertain to motor vehicles that are or were titled or registered in New Mexico, or which have a lien placed upon them which is noted in New Mexico.

“Vendor”/“Authorized Recipient” is an entity that serves as the MVD’s representative for the distribution of Records to Sub-vendors and End Users.

Recitals

WHEREAS in order to improve legally permitted electronic access to DLRs, and TLRs and other Records and online services, the New Mexico Motor Vehicle Division (“MVD”) has elected to participate in the online services initiative, and

WHEREAS Sub-vendor/End User desires to enter into an Agreement with Vendor for the purpose of receiving Interactive Service(s) through Vendor, to certain Records specified herein from the database(s) maintained by, and under the custody and control of, the MVD, and

WHEREAS Sub-vendor desires the Interactive Service(s) order to provide copies of MVD Records to its customers who meet the legal criteria for release to them of DLRs, and/or TLRs (“End User,” as hereinafter defined), whether or not the Records contain PI, and

WHEREAS each Interactive Service offered by Vendor is fully described, with its terms, conditions, and price, in separate Schedules to this Agreement, and

WHEREAS Sub-vendor/End User shall signify its desire to receive access to each Interactive Service by signature on the separate New Mexico Interactive Registration Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, including the amounts hereinafter provided to be paid by Sub-vendor/End User to Vendor for such live online access, the parties hereto agree as follows:

- 1.** The Definitions and Recitals are a part of this Agreement.
 - I.** Treatment by Sub-vendor of RWPI.
- 2.** RWPI are not subject to regulation by the DPPA and thus are Public Records as that term is defined in New Mexico law. As such, they may be disseminated to an End User by Sub-vendor without compliance with the same rules as apply to Records containing PI. However, the applicable Fee applies to disclosure or transmittal to Sub-vendor of a Record from which PI has been permanently removed.
 - II.** Treatment by Sub-vendor of RCPI.
- 3.** Sub-vendor agrees that RCPI are subject to regulation regarding dissemination or disclosure to End Users. Sub-vendor agrees to require all its End Users to acknowledge and agree to this as well.
- 4.** Records provided by Vendor will only be used by Sub-vendor, and Sub-vendor, in accordance with the restrictions imposed by the MVD, agrees to require its End Users to agree comply with all legal and contractual requirements restricting use if such Records contain PI when the Record is furnished to the End User.
- 5.** Sub-vendor shall pay to Vendor a Fee for the Interactive Service(s) in accordance with the attached Schedules and pursuant to the general terms and conditions of the New Mexico Interactive Registration Agreement.
- 6.** Sub-vendors shall require those End Users that are receiving RCPI to complete and deliver to Sub-vendor the following:
 - A.** A written agreement, signed in advance of any Disclosure, wherein the End User agrees at a minimum to:
 - 1.** abide by all state and federal legal restrictions and conditions upon use and Disclosure of the PI contained within a Record,
 - 2.** keep sufficient books and records to evidence use in accordance with the Intended Use, and
 - 3.** abide by the terms and conditions of this Agreement.
- 7.** The Sub-vendor and/or End User shall comply with the MVD policy to assist in the effective administration of the DPPA, under which use of a RCPI is restricted to use, one time, for a legitimate purpose by a Sub-vendor and/or End User. The Sub Vendor and/or End User shall destroy the RCPI/RWPI as set out in section 8 below, and in the case of RCPI, ensure that PI is not retained except as integrated into the intended use identified in the New Mexico Driver's Privacy Protection Act Agreement. The Sub-vendor and/or End User cannot give, sell, or loan a RCPI or RWPI they have obtained or, in the case of RCPI, the PI it contains, to any other person or entity for any purpose whatsoever; provided

however, that in the case of an information reseller who is the Sub-vendor, the information reseller's End User must be contractually bound to the information reseller to abide by the Single Use policy of MVD regarding the End-User's use of the DLR, and the disclosure or transfer of the DLR to the Requestor.

- 8.** Sub-vendor agrees to destroy all Records remaining in its possession when they are no longer needed for Sub-vendor's purposes under this Agreement after its use or as required by State or Federal law. Sub-vendor agrees to require an End User to agree to destroy the Record (except insofar as the information is incorporated into the permitted use) after its use. Records obtained from Vendor by Sub-vendor may not be used for any purpose not expressly authorized by law and this Agreement. Sub-vendor agrees that it shall not use any Records provided under the terms of this Agreement except for sale to End Users. The Sub-vendor is prohibited from using the Records for any other purpose, including, but not limited to those prohibited purposes identified in New Mexico law or by this Agreement.
- 9.** Sub-vendor agrees, and shall require its End Users to agree, to abide by the policies of MVD, as modified from time to time, and the laws of the United States of America and the State of New Mexico regarding the disclosure of Records issued to Sub-vendor or to End Users respectively.
- 10.** Sub-vendor agrees that neither it nor Vendor are representatives of MVD for purposes of Records data interpretation and therefore, are not authorized by MVD to interpret the content of Records.
- 11.** Sub-vendor agrees to implement reasonable system and data security procedures to protect Records from unauthorized disclosure. For Sub Vendors, such reasonable procedures must include and for End users such reasonable procedures may include, but are not limited to, username and password access policies, firewalls, background investigations of employees or any other individuals authorized to access Records, encryption during transmission, and execution of confidentiality agreements by such employees or other individuals with authorized access.
- 12.** Sub-vendor agrees to keep and maintain, in accordance with commercially reasonable confidential data archive standards and state and federal law, for a period of time equal to five years after the date a Record is acquired from Vendor books and records, of all transactions conducted under this Agreement, including financial accounts:
 - A.** documenting disclosure of any Records in or under its possession or control,
 - B.** documenting its systems and operation for handling of and safeguarding from unauthorized Disclosure of Records under this Agreement,
 - C.** documenting its compliance with the other terms and conditions of this Agreement and
 - D.** documenting each End User's qualification to obtain the Records, if applicable.
 - E.** Sub-vendor will make available, and agrees to require its End Users to agree to make available, to Vendor, the MVD, or the authorized representative of either of them, at any reasonable time, all such books and records including financial accounts, for auditing, compliance and monitoring purposes. Either Vendor or the MVD shall have the right, but not the obligation, to conduct any inquiry or audit hereunder at any time.
- 13.** Vendor reserves the right to withdraw any service from Sub-vendor without consulting Sub-vendor prior to

withdrawing such service, and shall have no liability whatsoever to Sub-vendor and/or any End User in conjunction with the withdrawal of any such service.

- 14.** Sub-vendor agrees to indemnify, hold harmless, and release Vendor and the State of New Mexico and their employees, agents, and contractors from and against any and all loss, damages of any kind, injury, liability, court awards, suits and proceedings, including costs, expenses and attorneys' fees, arising from the performance of this Agreement or the performance, disclosure, or use of any data contained in any records maintained by MVD by the Sub-vendor, its officers, agents, volunteers or employees, except insofar (with respect to indemnity, hold harmless and release of the State of New Mexico) as they may result from the actions or inactions of the State of New Mexico, its agencies, employees, contractors or subcontractors; and except insofar (with respect to indemnity, hold harmless and release of Vendor) as they may result from the actions or inactions of Vendor, its parent corporation, its subsidiaries, officers, agents, contractors, subcontractors, or employees. Sub-vendor agrees to require the same indemnity, hold harmless and release provisions in favor of Releasees from each of its End Users.
- 15.** Sub-vendor shall report to Vendor, and shall require that its End Users report to Sub-vendor who shall then report to Vendor, the following occurrences promptly upon the discovery of:
 - A.** any known misuse of and/or breach of security or confidentiality involving a Record furnished to Sub-vendor from Vendor, or from Sub-vendor to an End User;
 - B.** any litigation or Notice of Claim involving the content or handling of a Record furnished to Sub-vendor or from Sub-vendor to an End User. Such an occurrence shall be reported by End Users to Sub-vendor and by Sub-vendor to Vendor within three (3) business days of service of process.
 - C.** any non-monetary breach of the Sub-vendor's written agreement with an End User. Such an occurrence shall be reported by End Users to Sub-vendor and by Sub-vendor to Vendor within five (5) business days of discovering such breach.
- 16.** Sub-vendor shall, and shall require its End Users to, be capable of generating, within seven days of a request by Vendor or MVD, a history of its Disclosures over time of any Records obtained under this Agreement.
- 17.** Sub-vendor shall not, and shall require its End Users to not, use any PI obtained under this Agreement for direct mail or email solicitations, advertising, or surveys, nor shall it compile or publish, or permit others to compile or publish, including on the Internet, any portions of the PI furnished to it in a Record.
- 18.** Sub-vendor agrees, and shall require its End Users to agree, that it (or an End User) is subject to immediate remedial action by Vendor or MVD or both, in the event of violation of this Agreement. Such remedial action may range from suspension for a fixed period of time, of Sub-vendor from using a service, or the requirement that Sub-vendor suspend a End User from receiving Records, to termination of the privilege of receiving access to a Service, or in the case of a End User, from receiving Records, and may include liability of Sub-vendor or End User to Vendor and/ or the MVD.
- 19.** Sub-vendor agrees, and shall require its End Users to agree, that no third-party rights are created or acquired by reason of this Agreement.

20. This Agreement shall have a term of one (1) year from the date of signing, and may be automatically renewed for successive one (1) year terms.

Further, this Agreement may be terminated in its entirety or any service provided under this Agreement may be terminated as provided below, provided however, the termination does not relieve the parties of any obligation regarding confidentiality and record keeping, obligations which survive termination of this Agreement:

- A.** at any time upon sixty (60) days advance notice by an instrument in writing, signed by a duly authorized representative of the party wishing to terminate, and mailed to the other party.
- B.** immediately upon any material breach of any covenant herein at the option of the non-breaching party.
- C.** immediately by Vendor or MVD upon discovery by Vendor or MVD that any information provided to Sub-vendor by Vendor has been used or disclosed in violation of this Agreement, or applicable State or Federal law.
- D.** immediately upon termination of the Vendor's contract with the TRD.
- E.** any notice of termination shall be deposited with the United States Postal Service, restricted delivery, return receipt requested, correctly addressed to the party to receive notice, and postage prepaid.
- F.** The New Mexico Motor Vehicle Division's address for notice is:
Motor Vehicle Division
Attention: Alicia C. Ortiz, MVD Director
1100 S. St. Francis Dr.
Santa Fe, NM 87505-4147

21. Sub-vendor acknowledges and agrees to require its End Users to acknowledge, that the continuing ownership of the original record underlying each copy of a Record remains with MVD.

22. Sub-vendor must be able to demonstrate at all times that the MVD Records can be separately identified from records obtained from other sources.

23. Sub-vendor and Vendor each warrant that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the party to its terms. The person executing this Agreement on behalf of each party warrants that such person has full authorization to execute the Agreement.

24. The New Mexico Driver's Privacy Protection Agreement may have original signatures or facsimile copies thereof. Sub-vendor agrees to file with Vendor a NMDPPA to be kept on file by Vendor. Sub-vendor's NMDPPA shall be personally delivered, or sent by registered or certified mail, return receipt requested to Vendor's notice address in this Agreement. Sub-vendor must require its End Users to have an agreement in place that obliges End Users to abide by all state and federal legal restrictions and conditions upon use and Disclosure of the PI contained within a Record prior to any disclosure PI under this Agreement.

- 25. Sub-vendor shall not initiate any press and/or media contact nor respond to press/media requests regarding this Agreement and/or any related matters concerning the State without the prior written approval of Vendor and MVD.
- 26. The laws of the State of New Mexico and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Sub-vendor agrees that for this Agreement and for any End User agreements with Sub-vendor, venue for any action between the parties for claims concerning this Agreement shall the County of Santa Fe, New Mexico. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the contract is capable of execution.
- 27. This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral agreements between the parties with respect to the subject matter herein.
- 28. This Agreement may be changed, modified, or amended at any time by an instrument in writing, signed by duly authorized representatives of both parties hereto, or by Vendor unilaterally. In the case of unilateral modification, notice shall not be required for the modification to be effective, but shall be sent as soon as reasonably practical to Sub-vendor.

29. Vendor's address for notice is:

Angie Lincoln, General Manager
New Mexico Interactive, LLC
4001 Office Court Drive, Suite 704
Santa Fe, New Mexico 87507

With a copy to:

General Counsel (LEGAL NOTICE)
New Mexico Interactive, LLC c/o NIC Inc.
25501 West Valley Parkway, Suite 300
Olathe, KS 66061

30. Sub-vendor/End Users address for notice is:

IN WITNESS to their agreement to all of the above and foregoing, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

Sub-vendor/End User is ___/is not___ an information reseller (to be completed by Sub-vendor/End User).

Sub-vendor

Authorized Agent Signature

Date

(Typed Name)

(Typed Title)

New Mexico Interactive, LLC

Angie Lincoln
General Manager

Date

SCHEDULE A

DLR Interactive and Point-to-Point Service

This Schedule A is subject to the terms and conditions of the Agreement for Access to Drivers License and Motor Vehicle Records entered into on the ____ day of ____, 201__ (the "Agreement"), by and between New Mexico Interactive, LLC (hereafter "Vendor"), and ("Sub-vendor") and the Terms and Conditions of the New Mexico Interactive Registration Agreement entered into on the ____ day of ____, 201__ ("Monthly Account Holder Agreement"), by and between Vendor and Sub-vendor.

Under the terms of the Agreement, this Service allows Sub-vendor, which meets the eligibility criteria set forth under Drivers Privacy Protection Act. (DPPA) 18 USC § 2721 et. seq. (Public Law 103-322), and Section 66-2-7.1 NMSA 1978 to receive records from MVD's DLR database. Sub-vendor agrees that restrictions on the use of the driver's license information may be modified by Vendor upon written notice to Sub-vendor at any time.

This service provides two methods for Sub-vendor to request a DLR for which the Sub-vendor is qualified to receive, subject to any limitations on access to or use of the DLR imposed by MVD, as soon as reasonably practical following the Sub-vendor's electronic request.

The Interactive Service:

- Allows an authenticated Sub-vendor or End User to search for individual DLR
- Requires the Sub-vendor or End User to state the intended use of the DLR being requested
- Requires the Sub-vendor or End User to input the driver license number and either the date of birth or the last name of the individual
- Allows the Sub-vendor or End User to view and print the DLR if one is located in the database
- Allows the Sub-vendor or End User to view a history of previous searches

The Point-to-Point Service:

- Allows an authenticated Sub-vendor or End User to request individual DLR
- Requires Sub-vendor or End User to submit record requests using a standard format determined by Vendor
- Assistance is provided by Vendor's technical staff with the initial set-up for a Sub-vendor or End User
- Returns DLR located in the database as a flat text file

Sub-vendor or End User shall pay to Vendor a Fee (defined below) for the Interactive Service in accordance with the following:

1. \$6.50 per DLR ("Fee") for each DLR that is returned to Sub-vendor or End User whether or not such DLR contains PI.
2. A no-hit result generates a Fee.
3. Disclosure of any one or more elements of a DLR is considered disclosure of a DLR and generates a Fee.

SCHEDULE B

Driver Monitoring Interactive and Point-to-Point Service

This Schedule B is subject to the terms and conditions of the Agreement for Access to Drivers License and Motor Vehicle Records entered into on the ____ day of ____, 201__ (the "Agreement"), by and between New Mexico Interactive, LLC (hereafter "NMI"), and ("Sub-vendor") and the Terms and Conditions of the New Mexico Interactive Registration Agreement entered into on the ____ day of ____, 201__ ("Registered User Agreement"), by and between NMI and Sub-vendor.

Under the terms of the Agreement, this Interactive Service allows Sub-vendor to monitor certain changes to data fields in specific Driver History Records requested by Sub-vendor for the purpose of assisting its clients with insurance re-underwriting, subject to any limitations on access to MVD's database imposed by MVD.

Driver Monitoring Point-to-Point Process:

Sub-vendor shall provide record requests to NMI in the following manner: By the date specified within the Specification Document of each month, Sub-vendor will provide an electronic file containing the requested DLRs for monitoring, and NMI will provide a response to Sub-vendor within six business days following receipt of the electronic file. Sub-vendor will send an electronic file containing the requested records via SFTP. The file format will be specified in the Specification Document supplied by NMI. For each record requested, the file will indicate whether a 1-month, 6-month, or 12-month monitoring is required.

Upon receipt of the file, NMI will query the requested records for any changes to selected data fields within MVD's driving record database. All records that are identified as changed will automatically be sold as full Driver History Records to Sub-vendor, each of which will incur a full Driver History Record charge.

Pricing:

Sub-vendor shall pay to NMI a fee of \$0.12 for each driver record monitored, and \$6.50 per driver record purchased.

The invoiced amount for a monitored Driver History Record will be based on the overall number of records contained in the Sub-vendor's submitted file and the requested monitoring period for each record.

For example, the fees are set forth as follows:

- a one-month lookback: \$.12
- a six-month lookback: \$.72
- a twelve-month lookback: \$1.44

SCHEDULE C

TLR Interactive and Point-to-Point Service

This Schedule C is subject to the terms and conditions of the Agreement for Access to Drivers License and Motor Vehicle Records entered into on the ____ day of ____, 201__ (the "Agreement"), by and between New Mexico Interactive, LLC (hereafter "Vendor"), and ("Sub-vendor") and the Terms and Conditions of the New Mexico Interactive Registration Agreement entered into on the ____ day of ____, 201__ ("Monthly Account Holder Agreement), by and between Vendor and Sub-vendor.

Under the terms of the Agreement, this Service allows Sub-vendor, which meets the eligibility criteria set forth under Drivers Privacy Protection Act. (DPPA) 18 USC § 2721 et. seq. (Public Law 103-322), and Section 66-2-7.1 NMSA 1978 to receive records from MVD's database. Sub-vendor agrees that restrictions on the use of the motor vehicle (TLR) information may be modified by Vendor upon written notice to Sub-vendor at any time.

This service provides two methods for Sub-vendor to request a Motor Vehicle Record (TLR) for which the Sub-vendor is qualified to receive, subject to any limitations on access to or use of the TLR imposed by MVD, as soon as reasonably practical following the Sub-vendor's electronic request.

The Interactive Service:

- Allows an authenticated Sub-vendor or End User to search for an individual TLR
- Requires the Sub-vendor or End User to input the VIN number of the vehicle
- Allows the Sub-vendor or End User to choose the appropriate TLR from a list of search results
- Allows the Sub-vendor or End User to view and print the selected TLR

The Point-to-Point Service:

- Allows an authenticated Sub-vendor or End User to request individual TLR
- Requires Sub-vendor or End User to submit record requests using a standard format determined by Vendor
- Assistance is provided by Vendor's technical staff with the initial set-up for a Sub-vendor or End User
- Returns a list of VIN numbers within the database
- Once the user selects the VIN number, the TLR located in the database is sent as a flat text file

Sub-vendor or End User shall pay to Vendor a Fee (defined below) for the Interactive Service in accordance with the following:

1. \$4.95 per TLR ("Fee") for each TLR that is returned to Sub-vendor or End User whether or not such TLR contains PI.



NEW MEXICO DRIVER'S PRIVACY PROTECTION ACT AGREEMENT

This request must be completed before information can be obtained from the New Mexico Motor Vehicle Division driver and vehicle records. Knowledge of what access and uses are permitted under the listed Federal Acts is the responsibility of the requester.

SECTION A

Name (Individual, Firm, or Corporation) _____

Name (Person requesting information) _____

Type of Business _____

Number of Employees _____ Years in Business _____

How often do you expect to access driver records _____

Street Address _____

City, State, Zip _____ Telephone Number _____

Email Address _____

Mailing Address (If different from above) _____

Attach a copy of your **current business** and/or **professional license**. You will not be able to access the applications until we receive this documentation.

SECTION B – Authorization

Enter your initials in the blank to the left of the appropriate statement(s) below that allows you to obtain personal information. Please sign and date the request and return to New Mexico Interactive.

I am authorized under the **Federal Driver's Privacy Protection Act** (Public Law 103-322 at 18 U.S.C. 2721 et seq.), **the amendment to the Driver Privacy Protection Act**, (Section 350 of Public Law 106-69) to obtain the identified records and personal information based on the following:

- ___ 1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person acting on behalf of a government agency in carrying out its functions.
- ___ 2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.

- ___ 3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors;
 - a. To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. If the information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against the individual.
- ___ 4. For use in connection with any proceeding in any court or government agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of any court.
- ___ 5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
- ___ 6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.
- ___ 7. For use in providing notice to the owner or lien holder of a towed or impounded vehicle.
- ___ 8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this section.
- ___ 9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver license which is required under the Commercial Motor Vehicle Safety of Act of 1986 (Title XII of Public Law 99-570).
- ___ 10. For use in connection with the operation of private toll transportation facilities.
- ___ 11. For any use specifically authorized by law that is related to the operation of a motor vehicle or public safety.
- ___ 12. Unrestricted or specified use with written consent of the person who is the subject of the information.
(Attach written proof of consent.)

I certify that the information and statements on this request are true and correct, comply with the provisions of the Federal Driver's Privacy Protection Act, the amendment to the Driver Privacy Protection Act, and the New Mexico Uniform Motor Vehicle Records Disclosure Act and further understand that the willful, unauthorized disclosure of information obtained from these records for a purpose other than stated on this request, or the sale or other distribution of the information to a person or organization not disclosed in this request may result in penalties imposed under any of these statutes.

Signature

Date Signed

Please ensure you include the following:

- Agreement For Access To Driver's License and Motor Vehicle Records
- New Mexico Interactive Registration Agreement
- Business License or Professional License
- \$75 check for the annual subscription fee
- DPPA Agreement
- Subscriber Services Checklist

Mail to:

New Mexico Interactive
Attn: Mandi Mendoza
4001 Office Court Drive, #704
Santa Fe, NM 87507

The limitations on disclosure of data include but are not limited to the following, and Contractor agrees:

- B.4.1 not to disclose personal information about an individual to anyone except the individual or the individual's authorized representative, §66-2-7.1(A)(1), NMSA 1978;
- B.4.2 not to use the database except for use by any governmental agency, including any court, in carrying out its functions or by any private person acting on behalf of the government, §66-2-7.1(A)(2), NMSA 1978;
- B.4.3 not to disclose personal information about an individual except for use in connection with matters of motor vehicle and driver safety or theft; motor vehicle emissions; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; motor vehicle production alterations, recalls or advisories; and removal of non-owner records from original owner records of motor vehicle manufacturers, §66-2-7.1(A)(3), NMSA 1978;
- B.4. not to disclose personal information except for use in research activities and for use in producing statistical reports, so long as the personal information is not published, redisclosed or used to contact individuals, §66-2-7.1(A)(4), NMSA 1978;
- B.4.5 not to disclose personal information except for use by any insurer or insurance support organization or by a self-insured entity or its agents, employees or contractors in connection with claims investigation activities, antifraud activities, rating or underwriting, §66-2-7.1(A)(5), NMSA 1978;
- B.4.6 not to disclose personal information except for providing notice to owners of towed or impounded vehicles, §66-2-7.1(A)(6), NMSA 1978;
- B.4.7 not to disclose personal information except for use by an employer or its agent or insurer in obtaining or verifying information relating to a holder of a commercial driver's license, §66-2-7.1(A)(7), NMSA 1978;
- B.4.8 not to disclose personal information except for use by any requestor if the requestor demonstrates that it has obtained the written consent of the individual to whom the information pertains, §66-2-7.1(A)(8), NMSA 1978;
- B.4.9 not to disclose personal information except for use by an insured state-chartered or federally chartered credit union; an insured state or national bank; an insured state or federal savings and loan association; or an insured savings bank, but only: (a) to verify the accuracy of personal information submitted by an individual to the credit union, bank, savings and loan association or savings bank; and (b) if the information submitted is not correct or is no longer correct, to obtain the correct information, but only for the purpose of preventing fraud by pursuing legal remedies against or recovering on a debt or security interest from the individual, §66-2-7.1(A)(9), NMSA 1978;
- B.4.10 not to disclose personal information except for providing organ donor information as provided in the uniform anatomical gift act or §66-5-10 and 66-2-7.1(A)(10), NMSA 1978;
- B.4.11 not to disclose personal information except for providing the names and addresses of all lien holders and owners of record of abandoned vehicles to storage facilities or wrecker yards for the purpose of providing notice as required in §66-3-121 and 66-2-7.1(A)(10), NMSA 1978;
- B.4.12 not to make unauthorized copies of the database, §14-3-15.1(C)(1), NMSA 1978;
- B.4.13 not to use the database for any political or commercial purpose not contemplated by this Master Agreement unless the

purpose and use is approved in writing by the state agency that created the database, §14-3-15.1(C)(2), NMSA 1978;
- B.4.14 not to use the database for solicitation or advertisement when the database contains the name, address or

telephone number of any person unless such use is otherwise specifically authorized by law, §14-3-15.1(C)(3), NMSA 1978;

B.4.15 not to allow access to the database by any other person, customer or entity unless the contemplated use by such other person or entity is either authorized by this Master Agreement or otherwise approved in writing by the Procuring Agency, §14-3-15.1(C)(4), NMSA 1978; and

B.4.16 not to pledge or otherwise encumber the Procuring Agency's database;

C. Penalties for Unauthorized Disclosure of Confidential Data.

C.1.1 The Federal Drivers Privacy Protection Act provides for the following penalties for unauthorized disclosure of confidential data:

Section 2723. Penalties

(a) Criminal Fine -- A person who knowingly violates this chapter shall be fined under this title.

(b) Violations by State Department of Motor Vehicles -- Any State department of motor vehicles that has a policy or practice of substantial noncompliance with this chapter shall be subject to a civil penalty imposed by the Attorney General of not more than \$5,000 a day for each day of substantial noncompliance.

Section 2724. Civil action

(a) Cause of Action -- A person who knowingly obtains, discloses or uses personal information, from a motor vehicle record, for a purpose not permitted under this chapter shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court.

(b) Remedies -- The court may award --

(1) actual damages, but not less than liquidated damages in the amount of \$2,500;

(2) punitive damages upon proof of willful or reckless disregard of the law;

(3) reasonable attorneys' fees and other litigation costs reasonably incurred; and

(4) such other preliminary and equitable relief as the court determines to be appropriate.

C.1.2 §66-2-7.1(B), NMSA 197 states that "any person who violates the provisions of this section is guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with the provisions of §31-19-1, NMSA 1978.

C.1.3 §14-3-15.1(G), NMSA 1978 states that "except as authorized by law or rule of the commission, any person who reveals to any unauthorized person information contained in a computer database or who uses or permits the unauthorized use or access of any computer database is guilty of a misdemeanor, and upon conviction the court shall sentence that person to jail for a definite term not to exceed one year or to payment of a fine not to exceed five thousand dollars (\$5,000) or both. That person shall not be employed by the state for a period of five years after the date of conviction.

FEDERAL DRIVERS PROTECTION ACT (DPPA)

Effective June 1, 2000, the Federal Drivers Protection Act (DPPA) (18 U.S.C.A. 2721) as amended by Section 350 of Public Law 106 Appropriations Act prohibits the dissemination or disclosure of a photograph, social security numbers, medical or disability information from motor vehicle records without the express consent of the person to whom the information pertains. However, this information may be released even without the express consent of the person for the following reasons:

Sec. 2721. Prohibition on release and use of certain personal information from State motor vehicle records

- (a) In General. - A State department of motor vehicles, and any officer, employee, or contractor thereof, shall not knowingly disclose or otherwise make available to any person or entity:
 - o (1) personal information, as defined in 18 U.S.C. 2725(3), about any individual obtained by the department in connection with a motor vehicle record, except as provided in subsection (b) of this section; or
 - o (2) highly restricted personal information, as defined in 18 U.S.C. 2725(4), about any individual obtained by the department in connection with a motor vehicle record, without the express consent of the person to whom such information applies, except uses permitted in subsections (b)(1), (b)(4), (b)(6), and (b)(9): Provided, That subsection (a)(2) shall not in any way affect the use of organ donation information on an individual's driver's license or affect the administration of organ donation initiatives in the States.
- (b) Permissible Uses. - Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows:
 - o (1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
 - o (2) For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
 - o (3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only -
 - (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
 - o (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in

anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

- o (5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
 - o (6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
 - o (7) For use in providing notice to the owners of towed or impounded vehicles.
 - o (8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
 - o (9) For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
 - o (10) For use in connection with the operation of private toll transportation facilities.
 - o (11) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
 - o (12) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
 - o (13) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
 - o (14) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.
- (c) Resale or Redisclosure. - An authorized recipient of personal information (except a recipient under subsection (b)(11) or (12)) may resell or redisclose the information only for a use permitted under subsection (b) (but not for uses under subsection (b)(11) or or redisclose personal information for any purpose. An authorized recipient under subsection (b)(12) may resell or redisclose personal information pursuant to subsection (b)(12). Any authorized recipient (except a recipient under subsection (b)(11)) that resells or rediscloses personal information covered by this chapter must keep for a period of 5 years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request.
 - (d) Waiver Procedures. - A State motor vehicle department may establish and carry out procedures under which the department or its agents, upon receiving a request for personal information that does not fall within one of the exceptions in subsection (b), may mail a copy of the request to the individual about whom the information was requested, informing such individual of the request, together with a statement to the effect that the information will not be released unless the individual waives such individual's right to privacy under this section.
 - (e) Prohibition on Conditions. - No State may condition or burden in any way the issuance of an individual's motor vehicle record as defined in 18 U.S.C. 2725(1) to obtain express consent. Nothing in this paragraph shall be construed to prohibit a State from charging an administrative fee for issuance of a motor vehicle record.

The New Mexico Statute (DPPA Equivalent)

66-2-7.1. Motor vehicle-related records; confidential.

- A. It is unlawful for any department employee or contractor or for any former department employee or contractor to disclose to any person other than another employee of the department any personal information about an individual obtained by the department in connection with a driver's license or permit, the titling or registration of a vehicle or an identification card issued by the department pursuant to the Motor Vehicle Code [66-1-1 NMSA 1978] except:
- (1) to the individual or the individual's authorized representative;
 - (2) for use by any governmental agency, including any court, in carrying out its functions or by any private person acting on behalf of the government;
 - (3) for use in connection with matters of motor vehicle and driver safety or theft; motor vehicle emissions; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; motor vehicle production alterations, recalls or advisories; and removal of non-owner records from original owner records of motor vehicle manufacturers;
 - (4) for use in research activities and for use in producing statistical reports, so long as the personal information is not published, redisclosed or used to contact individuals;
 - (5) for use by any insurer or insurance support organization or by a self-insured entity or its agents, employees or contractors in connection with claims investigation activities, antifraud activities, rating or underwriting;
 - (6) for providing notice to owners of towed or impounded vehicles;
 - (7) for use by an employer or its agent or insurer in obtaining or verifying information relating to a holder of a commercial driver's license;
 - (8) for use by any requester if the requester demonstrates that it has obtained the written consent of the individual to whom the information pertains;
 - (9) for use by an insured state-chartered or federally chartered credit union; an insured state or national bank; an insured state or federal savings and loan association; or an insured savings bank, but only:
 - (a) to verify the accuracy of personal information submitted by an individual to the credit union, bank, savings and loan association or savings bank; and
 - (b) if the information as submitted is not correct or is no longer correct, to obtain the correct information, but only for the purpose of preventing fraud by pursuing legal remedies against or recovering on a debt or security interest from the individual;
 - (10) for providing organ donor information as provided in the Uniform Anatomical Gift Act [24-6A-1 to 24-6A-15 NMSA 1978] or Section 66-5-10 NMSA 1978; or
 - (11) for providing the names and addresses of all lienholders and owners of record of abandoned vehicles to storage facilities or wrecker yards for the purpose of providing notice as required in Section 66-3-121 NMSA 1978.
- B. Any person who violates the provisions of this section is guilty of a misdemeanor and upon conviction shall be sentenced in accordance with the provisions of Section 31-19-1 NMSA 1978.

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
Signature	Date	USER 9

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

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