

Utah.gov Service Agreement

The Monthly account holder and Utah Interactive LLC. wish to contract for the provision of services from the Utah.gov network to Monthly account holder as per the Terms and Conditions below. Utah.gov is the State of Utah's electronic government portal and is managed for the State of Utah under contract by Utah Interactive LLC. Through the Utah.gov network Utah Interactive, LLC. provides on-line access, from terminals or personal computers, to a number of databases with related services. Monthly account holder wishes to use the services made available by Utah Interactive, LLC.

Terms and Conditions

1. Agreement

This agreement sets forth the terms and conditions under which Utah Interactive LLC. (herein after "Utah Interactive, LLC") will provide services to Monthly account holder through the Utah.gov network.

2. Withdrawal of Service

Utah Interactive, LLC reserves the right to withdraw any service or services 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. Acknowledgement

- a) Utah Interactive, LLC acknowledges that Monthly account holder information will be maintained and used for only the purposes of managing the Utah.gov network and will not be released to commercial entities.
- b) Monthly account holder acknowledges that this Agreement 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 Utah Interactive, LLC, constitutes the entire agreement between the parties. This Agreement may be modified at any time by Utah Interactive, LLC. Utah Interactive, LLC need only give email or mailed notice of the changes in this Agreement for such changes to be effective. Any such changes shall be effective when sent. Monthly account holder's sole remedy shall be to stop using the Utah.gov service. 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. In the event that Utah Interactive, LLC's contract to manage Utah.gov expires or terminates and is not renewed, this Agreement may be assigned to the substitute Utah Interactive, LLC, but if not assigned, it will terminate contemporaneously with the termination or expiration of the contract between the State of Utah and Utah Interactive, LLC.

4. Conditions of Use

- a) Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Utah Interactive, LLC in its sole discretion.
- b) ID/Account Numbers: Utah Interactive, LLC will issue to the Monthly account holder a maximum of 10 Utah.gov ID/account numbers per annual fee. Monthly account holder is responsible for preserving the secrecy of its account numbers and to ensure that access to services and use of its ID/account numbers are controlled by it 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 its 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 necessary to access Utah.gov services.
- d) Copyright and Ownership of Information: Monthly account holder agrees to comply with any copyright notices or other limitation on use which are applicable to services, databases, or other information provided through Utah.gov services. Each user is liable under law for violations of record use.
- 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 Utah.gov. Monthly account holder recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by Utah Interactive, LLC.
- f) Subscription 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 have access to those services.

5. Payment

- a) Invoices for all services rendered will be prepared and provided by Utah Interactive, LLC. Rates shall be in accordance with the current Utah.gov rate schedule. Terms of invoice payment shall be net twenty-five (25) days.
- b) In addition to the rates contained herein, Monthly account holder shall pay Utah Interactive, LLC for all sales, use, and excise taxes incurred by Utah Interactive, LLC in providing services to Monthly account holder if applicable. Utah Interactive, LLC makes no representations as to the liability or exemption from liability of the Monthly account holder to any tax imposed by any government 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 – Shall mean that Monthly account holder's banking institution automatically deducts the billed amount out of Monthly account holder's checking account monthly including any annual, monthly or quarterly subscription fees. Monthly statements are not sent from Utah Interactive, LLC.
 - ii) Credit Card – Credit card company automatically pays the amount of usage and filing fees, including any annual, monthly, or quarterly subscription fees, upon presentment of statement of charges electronically by billing service for Utah Interactive, LLC. Monthly statements are not sent from Utah Interactive, LLC.
 - iii) Monthly Statement Option – Shall mean that Utah Interactive, LLC bills Monthly account holder monthly including any annual, monthly or quarterly subscription fees.

- e) Default: An account is in default if it is past due or if Monthly account holder should declare a bankruptcy or insolvency. In the event of default, Utah Interactive, LLC 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, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent Utah Interactive, LLC 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 Utah Interactive, LLC, 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. Monthly account holder specifically understands and recognizes that the system by which these services are offered to it may experience problems of various kinds resulting in an inability to provide services.
- b) Monthly account holder agrees that Utah Interactive, LLC will not be liable for any claim or demand of any nature or kind whether asserted against Utah Interactive, LLC or Utah.gov or against Monthly account holder by any third party, arising out of the services or materials provided or their use of the same; Monthly account holder agrees to indemnify and hold Utah Interactive, LLC 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) Utah Interactive, LLC shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service.
- d) No action or suit, regardless of form, other than an action for payments due Utah Interactive, LLC, 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) Utah Interactive, LLC, The State of Utah, County and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on the Utah.gov network or through Utah Interactive, LLC shall at no time be liable for any errors in or omissions from information available on the Utah.gov network or through Utah Interactive, LLC.

7. Warranty

- a) Utah Interactive, LLC makes no warranties express or implied, including but not limited to the implied warranties of merchantability or fitness for any particular purpose. While Utah Interactive, LLC and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation is made or implied as to such.
- b) Monthly account holder warrants that it is aware of and will comply with all applicable federal, state, local, or other laws and regulations 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 Utah.gov. Each user is liable under law for violations of record use or access rules committed by him or her, and agrees to abide by such rules. In addition, the organization or company may be liable if the rules are not enforced or are violated.

8. Rate/Fee Changes

- a) Rates/Fees are as set forth in the Network Registration Agreement insert and are established by the State of Utah in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below.). Such rates/fees may change as the State of Utah decides.
- 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 first day of their anniversary month unless Utah Interactive, LLC is notified in writing to the contrary. 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 numbers, use data received from or through Utah Interactive, LLC or Utah.gov in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations. Each user is liable for violations of record use or access rules committed by him or her, and agrees to abide by such rules. In addition the organization or company may be liable if the rules are not enforced or are violated.
- b) Monthly account holder specifically recognizes and affirms that he, 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 Utah Interactive, LLC or Utah.gov 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 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 Utah Interactive, LLC or Utah.gov.
- e) Monthly account holder acknowledges that records of its access to for-fee Services will be maintained by Utah Interactive, LLC and are subject to audit and examination for compliance with applicable limitations on use.

11. Tradename / Trademark

Monthly account holder agrees that he/she will not use the trademarks "Utah.gov " or "Utah Interactive LLC." or the names or means of identifying any of Utah.gov's services in any fashion unless specifically authorized to do so in writing by Utah Interactive, LLC. 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 the Utah.gov network.

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 this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

- b) Waiver: The waiver, modification, or failure to insist on any of these terms or conditions one or more times by Utah Interactive, LLC shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of Utah Interactive, LLC's right to performance of any such term or terms in the future.
- 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 Utah as such laws are applied to contracts made and to be performed entirely in Utah, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Utah and in no other jurisdiction.
- e) 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. Utah Interactive, LLC may assign this Agreement and/or the payments due to Utah Interactive, LLC without notice to or requirement for Monthly account holder's permission or approval.

13. Utah.gov Management

Utah Interactive, LLC, a Utah limited liability company, manages Utah.gov and the day to day operation and activities of the portal under one or more contracts with the State of Utah.