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<http://www.utah.gov>
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Network Registration Agreement for Renewal Express Decal Stations

The Utah.gov network is an Internet-based electronic portal designed to streamline access to government information. Utah.gov is managed for the State of Utah under contract by Utah Interactive, LLC. This Agreement is between you, the Subscriber, and Utah Interactive, LLC, and it permits you to access Utah.gov premium services. A subscription to Utah.gov is necessary if you desire to access the Renewal Express (REX) service for stations. Network registration is offered on an annual basis. To register, you must complete all sections of this Network Registration Agreement. Please carefully read all information enclosed, including any insert on services, products, or prices. This Agreement, plus any applicable inserts, must be signed, dated, and returned to the above address.

An initial subscription fee of \$95.00 is required per station. Each station can have up to 10 workstation ID's per annual fee. You may pay with a check or money order made to Utah Interactive, LLC in the amount of \$95.00, or you may pay with a credit card by filling out the appropriate information on page two. Thereafter, the annual registration renewal is \$95.00 and will be billed to your account automatically.

Certain Utah.gov services may have statutory and/or transaction fees associated with them. Information on all fees is provided as an attachment to this Network Registration Agreement or on the associated Internet pages. There are restrictions on access to certain records and some records are restricted in use. You may be subject to penalties under law if you violate any of these restrictions.

If you have any questions regarding information contained within this Agreement, please contact Utah.gov at 1-877-9UT-EGOV (1-877-988-3468).

Signing up is as easy as 1, 2, 3 . . .

- You will need a computer with a modem, Internet software and an Internet service provider.** To find an ISP in your area consult your phone book or local computer store. If you do not have an Internet service provider in your area, please contact Utah.gov for help.
- Complete this Subscription.** Don't forget to list name(s) to be assigned to subscription on page two. Then choose a billing method and sign below.
- Sign and return Agreement with your check or money order made out to Utah Interactive, LLC (if not using the credit card option).** A faxed Agreement must be followed up with a signed original. Upon receipt of a completed Agreement, Utah Interactive will contact you with usernames and passwords (average turn-around time is 24-48 hours). When you receive them you may begin using the REX Service immediately.

CUSTOMER SIGNATURE – sign here

Signature

Date

Name (printed)

Title

By my signature I agree that:

I have read and agree to the terms and conditions of the Utah.gov Network Registration Agreement as presented. If I am signing on behalf of an organization or company, I represent that I have authority to bind the organization or company to this Agreement.

Utah.gov Network Registration Agreement For Renewal Express Decal Stations

Corporate Address Organization Name: _____
Contact / Admin Name: _____ E-mail Address _____
(Will order and distribute decals for all stations)
Address: _____
City/State/Zip: _____
Telephone: _____ Ext: _____ Fax: _____

Decal Shipping Address Organization Name: _____
Contact / Admin Name: _____ E-mail Address _____
Address: _____
Street Addresses only No PO Box's
City/State/Zip: _____
Telephone: _____ Ext: _____ Fax: _____
Federal Express Shipping # _____

Billing Address Organization Name: _____
Contact / Admin Name: _____ E-mail Address _____
Address: _____
City/State/Zip: _____
Telephone: _____ Ext: _____ Fax: _____

Billing Options **Please Select Only One Option:**
All usage fees incurred will be totaled and billed monthly

Credit Card

Visa MasterCard Discover AMEX
Card #: _____
Exp. Date: _____
Name on Card: _____

*(Statement is **not** sent via U.S. mail)*

Auto Check Option

Bank Name: _____
Routing #: _____
Account #: _____

*(Statement is **not** sent via U.S. mail)*

Mailed Invoice Option

*(Monthly invoice sent via U.S. mail)
(There will be a \$5.00 monthly charge for this option)*

E- Invoice

(Invoice sent via e-mail)

Station 1

IM Station Number (issued by the County Health Department): _____

Safety Inspection Station Number (issued by the Highway Patrol): _____

Station Name: _____

Contact: _____ E-Mail Address _____

Address: _____

City/State/Zip: _____ County _____

Telephone: _____ Fax: _____

Workstation ID - The workstation ID will be the login you will use at each register. Each register must have a unique workstation ID. Decals will be assigned by the workstation and cannot be transferred between registers. Please print your desired workstation ID to identify each register or point of sale. The "MASTER" workstation assigns and issues decals to each workstation.

Workstation ID		Workstation ID
1.	Master	6.
2.		7.
3.		8.
4.		9.
5.		10.

Station 2

IM Station Number (issued by the County Health Department): _____

Safety Inspection Station Number (issued by the Highway Patrol): _____

Station Name: _____

Contact: _____ E-Mail Address _____

Address: _____

City/State/Zip: _____ County _____

Telephone: _____ Fax: _____

Workstation ID - The workstation ID will be the login you will use at each register. Each register must have a unique workstation ID. Decals will be assigned by the workstation and cannot be transferred between registers. Please print your desired workstation ID to identify each register or point of sale. The "MASTER" workstation assigns and issues decals to each workstation.

Workstation ID		Workstation ID
1.	Master	6.
2.		7.
3.		8.
4.		9.
5.		10.

(If you have additional stations, please attach their information)

Additional Services Available

Your subscription for the Renewal Express service for stations also enables you access to additional Utah.gov subscriber services. Please select from the list below the additional services you desire.

Please Select All That Apply:

- Driver Record Search**
 - Title Liens and Registration** *(TLR requires prior approval from the Utah State Tax Commission)*
 - Department of Commerce Services**
 - Division of Corporations and Commercial Code
 - Registered Principal Search**
 - Certificate of Existence**
 - Uniform Commercial Code (UCC) Filings**
 - UCC Certified Search**
 - Registered Notary Search**
 - Division of Corporations and Commercial Code
 - Licensee Restricted Detail**
 - License Verification**
 - List Services:**
 - Business Entity List**
 - Professional License List**
 - Uniform Commercial Code (UCC) Filings List**
 - Registered Notary List**
 - Other:** Specify _____
-

Utah.gov Service Agreement

The Subscriber and Utah Interactive LLC wish to contract for the provision of services from the Utah.gov network to Subscriber 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. Subscriber 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 "Network Manager") will provide services to Subscriber through the Utah.gov network.

2. Withdrawal of Service

Network Manager reserves the right to withdraw any service or services without consulting Subscriber prior to withdrawing such service and shall have no liability whatsoever to Subscriber in connection with deletion of any such service.

3. Acknowledgement

- a) Network Manager acknowledges that subscriber 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) Subscriber 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 Subscriber by Network Manager, constitutes the entire agreement between the parties. This Agreement may be modified at any time by Network Manager. Network Manager 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. Subscriber's sole remedy shall be to stop using the Utah.gov service. In the event Subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Subscriber'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 Network Manager's contract to manage Utah.gov expires or terminates and is not renewed, this Agreement may be assigned to the substitute Network Manager, 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 Network Manager in its sole discretion.
- b) ID/Account Numbers: Network Manager will issue to the Subscriber a maximum of 10 Utah.gov ID/account numbers per annual fee. Subscriber 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. Subscriber is liable for any and all charges for services to its ID/account numbers whether or not authorized by Subscriber.
- c) Access: Subscriber is solely responsible for the selection and procurement of any equipment and telephone lines necessary to access Utah.gov services.
- d) Copyright and Ownership of Information: Subscriber 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: Subscriber agrees to abide by all applicable use statements and requirements outlined for access of information or services through Utah.gov. Subscriber recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by Network Manager.

5. Payment

- a) Invoices for all services rendered will be prepared and provided by Network Manager. Rates shall be in accordance with the current Utah.gov rate schedule. Terms of invoice payment shall be net thirty (30) days.
- b) In addition to the rates contained herein, Subscriber shall pay Network Manager for all sales, use, and excise taxes incurred by Network Manager in providing services to Subscriber. Network Manager makes no representations as to the liability or exemption from liability of the subscriber 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. Subscriber agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.

d) Payment Options: (Subscriber selects one)

- i) Auto Check Option – Shall mean that Subscriber's banking institution automatically deducts the billed amount out of Subscriber's checking account monthly and monthly statement is not sent from Network Manager.
- ii) Credit Card – Shall mean that the billed amount is automatically charged monthly to Subscriber's charge card and monthly statement is not sent from Network Manager.
- iii) Monthly Statement Option – Shall mean that Network Manager bills Subscriber monthly. A monthly statement is only generated when actual usage reaches \$4.00 or higher.

e) Default: An account is in default if it is past due or if Subscriber should declare a bankruptcy or insolvency. In the event of default, Network Manager may, at its sole option, block the Subscriber 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 Network Manager 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 Network Manager, 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 Subscriber for the services in connection with which a claim of liability is asserted or imposed. Subscriber 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) Subscriber agrees that Network Manager will not be liable for any claim or demand of any nature or kind whether asserted against Network Manager or Utah.gov or against Subscriber by any third party, arising out of the services or materials provided or their use of the same; Subscriber agrees to indemnify and hold Network Manager harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.
- c) Network Manager 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 circumstance beyond its reasonable control, including problems with or delays caused by its database or other providers and by acts of God, flood, fire, war, or public enemy.
- d) No action or suit, regardless of form, other than an action for payments due Network Manager, 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) Network Manager, Utah State, 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 shall at no time be liable for any errors in or omissions from information available on the Utah.gov network.

7. Warranty

- a) Network Manager makes no warranties express or implied, including but not limited to the implied warranties of merchantability or fitness for any particular purpose. While Network Manager 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) Subscriber 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 Changes

- a) Rates 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 may change as the State of Utah decides.
- b) The parties may enter into a fixed-term agreement setting forth a set rate 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 Network Manager is notified in writing to the contrary. The appropriate annual fee will be applied in the billing for that month.

10. Limitations

Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's ID/account numbers, use data received from or through 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.

11. Tradename / Trademark

Subscriber agrees that it will not use the trademark "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 Network Manager. Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber 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 Network Manager 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 Network Manager'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 Subscriber and any attempted assignment or transfer shall be null and void and of no force or effect. Network Manager may assign this Agreement and/or the payments due to Network Manager without notice to or requirement for Subscriber's permission or approval.

13. Utah.gov Management

Utah.gov is a service of the State of Utah. It is managed under contract by Utah Interactive LLC and is governed by the Utah Chief Information Officer.