



Section 2: Subscriber Information

Mailing Address **Organization Name:** _____
Attention: _____ **Title:** _____
Street Address: _____
City/State/Zip: _____
Telephone: _____ **Ext.** _____ **FAX:** _____
Email Address: _____

Billing Address
(If different from above)

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

Monthly Manual Invoice
(Sent via U.S. Mail to billing address listed above)

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

Bank Name _____
Routing # _____
Account # _____

Would you like to be notified when we have new online services?
 No
 Yes, e-mail to main contact e-mail address given
 Yes, e-mail to other: _____



The above service(s) allow for up to 10 user IDs/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. For more than 10 users, please contact NIC VT.

Name(s) to be registered to account: (max. 10 users per account – For-fee Services only)
(Monthly Account Signer must also be listed here to obtain user name and password.)

| | Name (e.g. John Public) | E-Mail Address | User ID (e.g. Jpublic) |
|-----|-------------------------|----------------|------------------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ |
| 9. | _____ | _____ | _____ |
| 10. | _____ | _____ | _____ |



Section 3: NIC VT Subscription Service Agreement

The Monthly account holder and NIC VT, the Portal Manager for *Vermont.gov*, contract for the provision of services from *Vermont.gov* to Monthly account holder as per the Terms and Conditions below. NIC VT provides on-line access, from terminals or personal computers, to a number of Vermont.gov databases with related services. Monthly account holder wishes to use the services made available by NIC VT through Vermont.gov.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which NIC VT will provide services to Monthly account holder.
2. NIC VT 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 NIC VT, 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 days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by NIC VT in its sole discretion.
 - b. ID/Account Numbers: NIC VT will issue to the Monthly account holder a maximum of 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 NIC VT and *Vermont.gov* services.
 - 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 NIC VT. Monthly account holder recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by NIC VT.
 - 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 by NIC VT and provided by NIC VT to Monthly account holder. Rates shall be in accordance with the current *Vermont.gov* rate schedule. Terms of invoice payment shall be net twenty (20) days.
 - b. In addition to the rates contained herein, Monthly account holder shall pay NIC VT for all sales, use, and excise taxes incurred by NIC VT in providing services to Monthly account holder if applicable. NIC VT 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 – Financial Institution automatically deducts amount of usage and filing fees including any annual, monthly or quarterly subscription fees out of checking account monthly.
 - ii. Monthly Invoice – NIC VT bills monthly account holder monthly usage and filing fees and bills on the appropriate month for any annual, monthly or quarterly subscription fees.
 - iii. Credit Card Option – Account Holder pays the amount of usage and filing fees, including any annual, monthly, or quarterly subscription fees, upon presentment of statement of charges by billing service for NIC VT using a credit card. Note: NIC VT will not store account holders' credit card information. Account holders who wish to use the Credit Card Option must call monthly to pay account fees via credit card. Payment terms as described above apply.
 - 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, NIC VT 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 NIC VT 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 NIC VT , 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 NIC VT will not be liable for any claim or demand of any nature or kind whether asserted against NIC VT 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 NIC VT 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. NIC VT 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 NIC VT , 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. NIC , the State of Vermont, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on *Vermont.gov* or through NIC VT shall at no time be liable for any errors in or omissions from information available on *Vermont.gov* or through NIC VT .
7. Warranty
- a. NIC VT makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While NIC VT 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 NIC VT.
8. Rate/Fee Changes
- a. Rates/Fees are as set forth in the Monthly Account Service Agreement insert and are established by NIC VT 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 NIC VT 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. Place a check mark below to verify the opt-in for auto renewal.

opt-in for auto renewal

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 NIC VT or *Vermont.gov* 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 Vermont Information Consortium or *Vermont.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/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 NIC VT or through *Vermont.gov*.
- e. Monthly account holder acknowledges that records of its access to for-fee Services will be maintained by NIC VT 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 "NIC VT " or "*Vermont.gov*" or any of *Vermont.gov*'s or NIC VT 's services identified in any fashion unless specifically authorized to do so in writing by NIC VT .

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 NIC VT 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 NIC VT '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 Vermont as such laws are applied to contracts made and to be performed entirely in Vermont, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Vermont 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. NIC VT may assign this Agreement and/or the payments due to NIC VT without notice to or requirement for Monthly account holder's permission or approval.

13. NIC VT, a Vermont limited liability company, manages *Vermont.gov* and the day-to-day operations and activities of the portal under one or more contracts with the State of Vermont.



Section 4: Select Online Services

Please select the Online Services to which you or your organization would like to have access by checking the appropriate box. Please note that certain services require additional forms and approvals.

Online Access to Vermont DMV – Drivers History Report

The Online Driver's History provides access to Vermont Department of Motor Vehicle Driver History information. Authorized users pay an annual \$75.00 fee per monthly account and \$18.00 for each record requested. Access to Drivers History Information is provided through NIC VT in cooperation with the Vermont Department of Motor Vehicles and is governed by the Federal Driver's Privacy Protection Act of 2000 (DPPA).

In order to use this service, you must be a registered NIC VT user. To receive the personal information section contained in the Motor Vehicle Record, a registered user must complete an Agreement as to the Driver Privacy Protection Policy, State of Vermont, Department of Motor Vehicles with DMV in addition to this registration form. You may obtain DMV's Agreement as to the Driver Privacy Protection Policy from NIC VT.

Online Access to Vermont Criminal Convictions Records

The Online Criminal Convictions Records service provides access to Vermont Department of Public Safety criminal conviction histories. Authorized users pay an annual \$75.00 fee per account plus the cost of a record. Access to Criminal Conviction Information is provided through NIC VT in cooperation with the Vermont Department of Public Safety, Vermont Criminal Information Center.