

**NICUSA MONTHLY ACCOUNT REGISTRATION**  
**TERMS OF SERVICE AGREEMENT**

This NICUSA Monthly Account Registration Terms of Service Agreement for (this "Registration Agreement") is made between NICUSA, Inc. ("NICUSA") and the person or entity ("Monthly Account Holder") who completes the registration process to open and maintain an account (an "Account") with NICUSA for the purpose of obtaining online access to one or more databases and related services offered by NICUSA (the "Services"). NICUSA and the Monthly Account Holder are collectively referred to as the "parties."

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING OR USING ANY PART OF THE SERVICE, MONTHLY ACCOUNT HOLDER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS MVR AGREEMENT. IF MONTHLY ACCOUNT HOLDER DOES NOT AGREE TO ALL OF THE TERMS OF THIS MVA AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, NICUSA WILL PROMPTLY CANCEL THIS TRANSACTION AND MONTHLY ACCOUNT HOLDER MAY NOT ACCESS OR USE ANY PART OF THE SERVICE.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, including the amounts hereinafter provided to be paid by Monthly Account Holder to NICUSA for the Services, the parties hereto agree as follows:

1. This Registration Agreement sets forth the terms and conditions under which NICUSA will provide Services to Monthly Account Holder.
2. NICUSA reserves the right to terminate 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 such termination of any such Service.
3. This Registration Agreement may be modified by NICUSA at any time by either providing written notice and a copy of the revised Registration Agreement via email or by making the revised Registration Agreement available online at [www.egov.maryland.gov/register](http://www.egov.maryland.gov/register). In the event Monthly Account Holder issues a purchase order or other instrument related to the Services, 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 Registration Agreement, as amended from time to time by NICUSA.
4. Conditions of Use
  - a. ID/Account Numbers: NICUSA will issue to the Monthly Account Holder a maximum of ten (10) user User Accounts ("User Accounts") 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 User Accounts 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 User Accounts whether or not authorized by Monthly Account Holder.
  - b. Access: Monthly Account Holder is solely responsible for the selection and procurement of any equipment and communication lines.
  - c. 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 NICUSA.
  - d. Use of information: Monthly Account Holder agrees to abide by all applicable use statements and requirements outlined for access of information or services through NICUSA. Monthly Account Holder recognizes that each transaction and statement of use will be logged and retained for auditing purposes by NICUSA.

- e. Registration and/or online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Registration Agreement in order for Monthly Account Holder to gain access to those services.
- f. Monthly Account Holder will promptly notify NICUSA in writing if Monthly Account Holder desires to terminate any User Accounts. Once notified, NICUSA will promptly terminate any such User Account.

## 5. Payment

- a. Invoices for all services rendered will be prepared by NICUSA and provided by NICUSA to Monthly Account Holder. Rates shall be in accordance with the current NICUSA rate schedule, or as set forth in a separate agreement related to any particular Service (each, a "Service Agreement"). Unless otherwise specified in a Service Agreement, the 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 NICUSA for all sales, use, and excise taxes incurred by NICUSA in providing services to Monthly Account Holder if applicable. NICUSA 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 may 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. In connection with the Account registration process, Monthly Account Holder will select one of the following payment options:
  - 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 – NICUSA 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 NICUSA.
- 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, NICUSA 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 NICUSA from exercising this, or any other option available to it, at any other time or degree of delinquency.

## 6. Limitation of Liability

- a. NICUSA's liability for all Services is limited to the price allocable to the goods or service determined to be defective, and in no event will NICUSA's cumulative liability be in excess of the total payments received from Monthly Account Holder under this Registration Agreement, whether arising under warranty/guaranty, contract, negligence, strict liability, indemnification, or any other cause or combination of causes whatsoever.
- b. In no event shall NICUSA, 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.
- c. Monthly Account Holder agrees that NICUSA will not be liable for any claim or demand of any

nature or kind whether asserted against NICUSA 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 NICUSA harmless from claims of third parties arising out of the Monthly Account Holder's use of the services or materials provided pursuant to this Registration Agreement.

- d. NICUSA 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.
- e. No action or suit, regardless of form, other than an action for payments due NICUSA, arising out of the transactions pursuant to this Registration Agreement may be brought by either party more than one year after the cause of the action accrues.
- f. NICUSA, the State of Maryland, and any other Maryland government unit or any affiliate thereof who may from time to time provide information for access by NICUSA shall at no time be liable for any errors in or omissions from information available through NICUSA.

## 7. Warranty

- a. NICUSA makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While NICUSA and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Registration 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 NICUSA.

## 8. Rate/Fee Changes

- a. Rates/Fees are set forth in the Monthly Account Service Agreement insert and are established by NICUSA in its sole discretion (unless this Registration 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

Monthly Account Holder Accounts renew annually automatically on the first day of their anniversary month unless NICUSA 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 User Account, use data received from or through NICUSA 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 User Accounts, 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 NICUSA service privileges may be terminated for a violation of this Registration 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 NICUSA.

- e. Monthly Account Holder acknowledges that records of its access to for-fee Services will be maintained by NICUSA 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 "NICUSA, Maryland Information Division" or "NICUSA" or any of NICUSA, Maryland Information Division's or NICUSA's services identified in any fashion unless specifically authorized to do so in writing by NICUSA, Maryland Information Division.

#### 12. General

- a. Authority: Each party has full power and authority to enter into and perform this Registration 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 Registration Agreement, understands it, and agrees to be bound by it.
- b. Waiver: The waiver, modification, or failure to insist by NICUSA 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 NICUSA'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 Registration Agreement shall be governed by and construed according to the laws of the State of Maryland as such laws are applied to contracts made and to be performed entirely in Maryland, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Maryland and in no other jurisdiction.
- e. Notices: All notices required under this Registration Agreement must be in writing and directed to NICUSA Maryland as follows: NICUSA Maryland ATT: General Manager, PO Box 6728, Annapolis MD 21401.
- f. Assignment: This Registration 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. NICUSA may assign this Registration Agreement and/or the payments due to NICUSA without notice to or requirement for Monthly Account Holder's permission or approval.