



Data Purchase Agreement
(Updated 12/2021)

_____ (Requestor) has requested a copy of the _____ license database, hereafter the "License Database File." The New Mexico Regulation and Licensing Department (Department) may authorize the use of electronic data. The Requestor and the Department are hereafter collectively referred to as "the Parties."

NMSA 1978, Section 14-3-15.1(C) provides that the Department "may authorize a copy to be made of a computerized database" if the party requesting the information agrees:

1. not to make unauthorized copies of the database;
2. not to use the database for any political or commercial purpose unless the purpose and use is approved in writing by the state agency that created the database;
3. 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;
4. not to allow access to the database by any other person unless the use is approved in writing by the state agency that created the database; and to pay a royalty or other consideration to the state as may be agreed upon by the state agency that created the database.

Department Responsibilities

The Department shall provide to Requestor, a copy of the License Database File.

The Department approves the use of the License Database File as described in Section 2, below.

WARRANTY DISCLAIMER: INFORMATION SUPPLIED TO THE DEPARTMENT BY INDEPENDENT EXTERNAL SOURCES IS BELIEVED TO BE RELIABLE, BUT NO RESPONSIBILITY IS ASSUMED BY THE DEPARTMENT OR ITS AGENTS FOR ERRORS, INACCURACIES, OR OMISSIONS. THE DEPARTMENT FURTHER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE DATABASE AND THE INFORMATION CONTAINED THEREIN.



Requestor Responsibilities

Requestor will use the License Database File for the following political or commercial purpose as approved by the Department:



The Requestor will incorporate only the following data elements from the License File Database into the Requestor's proprietary Master File database: license number, issue date, expiration date, renewal date, license status (active or inactive), license type (limited, unlimited, temporary, etc.), and date last reported, collectively the "License Data. All other data elements (for example, address, school and graduation year) will be used by the Requestor only for internal matching purposes and to resolve inconsistencies in information that the Requestor has obtained from a variety of other sources – these elements will not be incorporated into the Masterfile or licensed to other entities.

Requestor will allow access to the License Database File by any other person(s), identified below, as approved by the Department:



NMSA 1978, Section 14-3-15.1(D) addresses the penalties for unauthorized use of state agency database information; Requestor understands and recognizes these penalties.

Requestor shall remove from its database or correct a record in its database, upon written notification by the Department that a record was created in error or that certain data elements on a record were entered in error.

Except as set forth in this Electronic Data Purchase Agreement, Requestor shall not allow access to the license database files by any other person or entity, unless the access is requested in writing by Requestor, and approved in writing, by the Department.

Requestor shall indemnify and hold harmless the Department against any liability, claims, damages, losses or expenses (including but not limited to fees paid to attorneys, court costs and the fees paid to attorneys of appellate proceedings) arising out of, relating to, or resulting from the use of the License Database File by Requestor, or for errors, inaccuracies or omissions in the information contained in the License Database File used by the Requestor.

Requestor agrees not to:

1. make unauthorized copies of the license database or any part thereof;
2. use the License Database file for any political or commercial purpose; and
3. use the License Database file solicitation or advertisement.

Requestor agrees not to transfer or assign any interest in the License Database File without prior written approval of the Department.

Terms and Conditions

This Data Purchase Agreement incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter herein, and all such covenant agreements and understandings have been merged in to this written Data Purchase Agreement. No prior agreements or understandings, verbal or otherwise, of the Parties or their agents shall become valid or enforceable unless embodied in this Data Purchase Agreement.

This Electronic Data Purchase Agreement shall not be altered, changed or amended except by an instrument in writing and executed by the Parties.

The laws of the State of New Mexico shall govern this Data Purchase Agreement.

Requestor agrees to pay a royalty fee of ____(\$) per License Database File. The Parties agree all fees are non-refundable.

Upon return of this Electronic Data Purchase Agreement with a check payable to the New Mexico Regulation and Licensing Department in the amount of, _(\$) the Department will arrange for the extraction of the requested License Database File and will deliver the file to the Requestor's contact, via U. S. mail or electronic mail as directed by the Requestor.

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