Empowering people who serve the public®

PREMIUM SERVICE SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

Please read and retain a copy of the terms and conditions for your reference and information. Do not submit the terms and conditions section when you send in your Premium Service Subscription Agreement application. This is for your records only.

The Subscriber and Tyler Technologies dba Virginia Interactive (VI) wish to contract for the provision of Premium Services from Tyler Technologies to Subscriber as per the Terms and Conditions below. VI 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 Tyler Technologies.

Terms and Conditions

1. This Agreement sets forth the terms and conditions under which Tyler Technologies will provide services to Subscriber.

2. Tyler Technologies reserves the right to withdraw any service 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. 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 Tyler Technologies, 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 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.

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 Tyler Technologies in its sole discretion.
    b) ID/Account Numbers: Tyler Technologies will issue user ID/account numbers. Subscriber is responsible for preserving the secrecy of account numbers and to ensure that access to services and use of their ID/account numbers are controlled by them 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 responsible for any and all charges for services to their 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 the Tyler Technologies service.
    d) Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through Tyler Technologies services.
    e) Premium Services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Subscriber to have access to those services.

5. Payment
    a) Invoices for all services rendered will be prepared by and provided by Tyler Technologies. Rates shall be in accordance with the current Tyler Technologies rate schedule. Terms of invoice payment shall be net thirty (30) days.
    b) In addition to the rates contained herein, Subscriber shall pay Tyler Technologies for all sales, use, and excise taxes incurred by Tyler Technologies in providing services to Subscriber. Tyler Technologies makes no representations as to the liability or exemption from liability of the Subscriber 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. 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)
        - Auto Check Option - Bank Institution automatically deducts amount of usage fees out of checking account monthly.
        - Credit Card - Charges the monthly usage fees to your charge card monthly.

- Monthly Invoice - Tyler Technologies bills subscriber monthly; monthly charge is the greater of actual use or $15.00. The minimum charge applies to DWR and DMV online services only.
- An insufficient fee of $15.00 will also be charged to DMV POD's users upon payment failure.

e) Default: An account is in default if it is past due. In the event of default, Tyler Technologies 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 Tyler Technologies 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 Tyler Technologies, 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 him may experience problems of various kinds resulting in an inability to provide services.
   b) Subscriber agrees that Tyler Technologies will not be liable for any claim or demand of any nature or kind whether asserted against Tyler Technologies or against Subscriber by any third party, arising out of the services or materials provided for their use; Subscriber agrees to indemnify and hold Tyler Technologies harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.
   c) Tyler Technologies 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 Tyler Technologies, 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) Tyler Technologies, the Commonwealth of Virginia, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on Tyler Technologies shall at no time be liable for any errors in or omissions from information available on Tyler Technologies.

7. Warranty
   a) Tyler Technologies makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While Tyler Technologies 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) Subscriber warrants that the Subscriber 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 Tyler Technologies.

8. Fee Changes
   a) Fees are as set forth in the Premium Service Subscription Agreement insert and are established by VITA (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 fee for a specified term. Any such agreement will be evidenced and detailed in writing.

9. Limitations
   a) Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's ID/account number(s), use data received from or through Tyler Technologies in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.
   b) Subscriber specifically recognizes and affirms that they, or any other party acting by or through Subscriber or using Subscriber'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) Subscriber understands that his Tyler Technologies service privileges may be terminated for a violation of this Agreement or an applicable federal, state, local or other law or regulation, and further that he may be prosecuted for such violations.
   d) Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber by Tyler Technologies.
   e) Subscriber acknowledges that records of its access to Premium Services will be maintained by Tyler Technologies and are subject audit and examination for compliance with applicable limitations on use.

10. Tradename/Trademark
Subscriber agrees that he will not use the trademark "Tyler Technologies" or "Virginia Interactive(VI)" or any of Tyler Technologies' services identified in any fashion unless specifically authorized to do so in writing by Tyler Technologies.

11. 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 he has read this Agreement, understands it, and agrees to be bound by it.
    b) Waiver: The waiver, modification, or failure to insist by Tyler Technologies 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 Tyler Technologies' 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 Commonwealth of Virginia as such laws are applied to contracts made and to be performed in Virginia, and all actions hereunder shall be brought in a court of competent jurisdiction in Virginia 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. Tyler Technologies may assign this Agreement and/or the payments due to Tyler Technologies without notice to or requirement for Subscriber's permission or approval.

12. Tyler Technologies dba Virginia Interactive, LLC, a Virginia corporation, is not authorized to alter or amend this agreement.