



Empowering people who serve the public®

## Monthly Account Holder Agreement

To register for a subscriber account, read all the information carefully, complete and sign this Tyler Technologies (Tyler CT) Subscriber Service Agreement and any additional forms required for access to specific services, and return it to us at the following email address [ct.payments@tylertech.com](mailto:ct.payments@tylertech.com) to be processed.

**Attn: Customer Service  
Tyler Technologies (Tyler CT)  
One Constitution Plaza  
8<sup>th</sup> Floor  
Hartford, CT 06103**

If you have any questions regarding information contained within this Agreement, please contact Tyler Technologies (Tyler CT) at (860)-956-6330 or by email [ct.payments@tylertech.com](mailto:ct.payments@tylertech.com).

### *Section 1: Signing up is as easy as 1, 2, 3 ...*

- 1) **Complete this Monthly Account Holder Agreement.** Don't forget to list your user in Section 2, select the services for which you wish to subscribe.
- 2) **Complete any additional forms relevant to the services you select detailed in Section 2 and return them with this Agreement.** This only applies if you subscribe to the specific services that require an additional form.
- 3) **Sign and return this Agreement made out to the email above.** Upon receipt of the signed and completed Agreement(s), Tyler Technologies (Tyler CT) will activate your account so you can begin using your subscription services 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 Tyler Technologies (Tyler CT) Monthly Account Holder Agreement as presented. If signing this Agreement on behalf of an organization or company, I represent that I have authority to bind the organization or company to this Agreement.

## Section 2: Monthly Account Holder Information

**Physical Address** Organization Name: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Billing Address** Organization Name: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: \_\_\_\_\_

**Please select the service(s) desired:**

**Department of Emergency Services and Public Protection (DESPP) – Criminal Background Checks Online**

**Payments:** Tyler Technologies (Tyler CT) is the exclusive agent for the integrated payment processing with the Department of Emergency Services and Public Protection (DESPP), for Criminal Background Checks through the FlexCheck system. Criminal Background Check service requests will be paid via credit cards or ACH through the Customer Database Billing system (CDB) and Transaction Payment Engine (TPE). **Each transaction will include a 3% payment processing fee based on the total transaction cost.** All payment transactions are to be tracked based on the fingerprinting of an individual.

**Payment Method:**

**Please Select One:**

**Auto Check Option (ACH)**

Financial Institution automatically deducts amount of fees out of checking account. If you select this option, we will call you to obtain your banking information.

**Credit Card Option (Visa or Mastercard)**

Credit Card Company automatically pays the amount of fees. If you select this option, we will call you to obtain your credit card information.

## Monthly Account Holder Users:

Please list each individual who is to have access to the requested service. *All users under your account will have the same level of access to service.*

*Name(s) to be registered to account: (Monthly Account Signor must also be listed here to obtain a username and password.)*

## Name(s) to be assigned to subscription:

	Name	Email Address
1.	_____	_____
2.	_____	_____
3.	_____	_____

## *Section 3: Tyler Technologies (Tyler CT) Monthly Account Holder Service Agreement*

The Monthly Account Holder and Tyler Technologies (Tyler CT) wish to contract for the provision of services from Tyler Technologies (Tyler CT) to Monthly Account Holder as per the Terms and Conditions below. Tyler Technologies (Tyler CT) provides online access, from terminals or personal computers to a number of databases with related services. Monthly Account Holder wishes to use the services made available by Tyler Technologies (Tyler CT).

### Terms and Conditions

1. This Agreement sets forth the terms and conditions under which Tyler Technologies (Tyler CT) will provide services to Monthly Account Holder.
2. Tyler Technologies (Tyler CT) 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 Tyler Technologies (Tyler CT) constitute 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 (7) days per week, twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Tyler Technologies (Tyler CT) at its sole discretion.
  - b) ID/Account Numbers: Tyler Technologies (Tyler CT) will issue to the Monthly Account Holder ID/account numbers. The 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 all charges for services to his/her ID/account numbers whether or not authorized by Monthly Account Holder.

- c) Copyright and Ownership of Information: Monthly Account Holder agrees to comply with any copyright notices and other limitations on use applicable to services, databases, or other information provided through Tyler Technologies (Tyler CT) services.
- d) Use of information: Monthly account holder agrees to abide by applicable use statements and requirements outlined for access of information or services through Tyler Technologies (Tyler CT). Monthly account holder recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by Tyler Technologies (Tyler CT).

#### 5. Payment

- a) Auto Check (ACH) Option: Financial Institution automatically deducts amount of usage fees. If you select this option, we will call you to obtain your banking information.
- b) Credit Card Option: Credit Card Company automatically pays the amount of usage fees. If you select this option, we will call you to obtain your credit card information. (Visa or Mastercard)
- c) 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, Tyler Technologies (Tyler CT) may, at its sole option, block the Monthly Account Holder from use of the account either temporarily, 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 (Tyler CT) 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 (Tyler CT), 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. Monthly Account Holder specifically understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.
- b) Monthly Account Holder agrees that Tyler Technologies (Tyler CT) will not be liable for any claim or demand of any nature or kind whether asserted against Tyler Technologies (Tyler CT) 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 Tyler Technologies (Tyler CT) 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) Tyler Technologies (Tyler CT) 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.
- d) No action or suit, regardless of form, other than an action for payments due Tyler Technologies (Tyler CT), 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 (Tyler CT), the state of Connecticut, 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 CT.gov portal shall at no time be liable for any errors in or omissions from information available on the CT.gov portal.

#### 7. Warranty

- a) Tyler Technologies (Tyler CT) makes no warranties express or implied, including but not limited to any implied warranties. While Tyler Technologies (Tyler CT) and the applicable government entity supplying records 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 any and all information, databases, programs, or other products to which access is provided by or through Tyler Technologies (Tyler CT), or, where applicable.
8. Limitations - 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 numbers, use data received from or through Tyler Technologies (Tyler CT) in any way except in full and complete compliance with all applicable laws.
9. Trade name/Trademark - Monthly Account Holder agrees that he/she will not use the trademark "Tyler Technologies (Tyler CT)" or any of Tyler Technologies (Tyler CT)'s services identified in any fashion unless specifically authorized to do so in writing by Tyler Technologies (Tyler CT). 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 Tyler Technologies (Tyler CT).
10. General
- a) Waiver: The waiver, modification, or failure to insist by Tyler Technologies (Tyler CT) 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 (Tyler CT)'s right to performance of any such term or terms.
  - b) 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.
  - c) Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Connecticut as such laws are applied to contracts made and to be performed entirely in Connecticut and all actions hereunder shall be brought in whole or in part to a Connecticut state or federal court of competent jurisdiction in Connecticut and no other jurisdiction. This Agreement shall be governed by Connecticut law without regard to conflict of law principles.
  - d) 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. Tyler Technologies (Tyler CT) may assign this Agreement and/or the payments due to Tyler Technologies (Tyler CT) without notice to or requirement for Monthly Account Holder's permission or approval.
  - e) Notice: All notice required under this Agreement must be in writing and directed to Tyler Technologies (Tyler CT), as follows:  
  
Attn: General Counsel  
Tyler Technologies  
7701 College Blvd,  
Overland Park, KS 66210
  - f) 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.

