



Section 1: Tyler Kentucky (TKY) Subscriber Registration Agreement

You must be a registered user to access certain eGovernment services through the *Kentucky.gov* portal. Additionally, you must be a Monthly Account Holder to access certain services.

To register, read all the information carefully, complete and sign this agreement along with any additional forms required to subscribe to a service and return it to us electronically to support@kentucky.gov or fax to (502) 875-3722 for faster processing. You may also mail completed forms to:

Tyler Kentucky / Kentucky.gov
 Attn. Subscription Services
 229 W. Main Street Suite 400
 Frankfort, KY 40601

The annual Kentucky.gov subscription fee is \$75.00 and is billed to your monthly account with your first month's invoice for usage. Thereafter, the annual renewal is \$75.00 and is billed to your monthly account automatically.

In addition to a subscription, certain *Kentucky.gov* services have secondary registration, annual use, statutory and/or transaction usage fees associated with them. Please note that some services require additional forms and approvals. These forms and information on all fees are provided as an attachment to this registration agreement or on the associated Internet pages. Any statutory or usage fees are billed monthly; annual subscription and/or secondary registration fees will be billed on the first month's invoice.

If you have any questions regarding information contained within this agreement, please contact *Kentucky.gov* at (502) 875-3733 or email support@kentucky.gov.

Signing up is easy...

- 1) **You will need a computer with a modem or other Internet connectivity hardware, Internet software and an Internet service provider.**
- 2) **For services that require a user id / password to access please register online at <https://kentucky.gov/register> then complete this Subscriber Registration Agreement and the user designation section.** Don't forget to input all your username(s) from the online registration in **Section 2**. Then choose a billing method and sign below.
- 3) **Sign and return this Agreement to the address above.** Upon receipt of the signed and completed agreement, *Tyler Kentucky* will notify you of receipt of the agreement and provide passwords, if applicable. When you receive confirmation or notification, you may begin using our services for which there is a fee immediately. Email addresses for users are required to receive electronic notification. You will be billed on a monthly basis for your monthly account usage if applicable.

I have read and agree to the terms and conditions of Tyler Kentucky's Kentucky.gov Monthly Account Holder (if applicable) and Subscriber Registration Agreement as presented. CUSTOMER SIGNATURE – sign here		For Office Use Only	
Name (Printed)	Title	TKY Account Number _____	
Signature	Date	Classification _____	
		TKY Approval _____	
		Date _____	

Section 2: Subscriber Information

Mailing Address

Organization Name: _____ License Number: _____

Service Provider: Auto Dealer License Service Towing / Salvage
 Boat Sales Rental Agency Out of State Provider
 Lending Institution Not Applicable

Attention: _____ Title: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Ext. _____ Fax: _____

Email Address: _____

Billing Address

(If different from Mailing Address)

Organization Name: _____

Attention: _____ Title: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Ext. _____ Fax: _____

Email Address: _____

Billing Options

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

- Monthly Invoice - E-Mail**
(Sent via e-mail to address listed above)
- Direct Debit (ACH):** *Requires completed Attachment - A
(Usage fees are deducted from checking account monthly)*
- Monthly Manual Invoice**
(Sent via U.S. Mail to billing address listed above)
- Government Entity or Representative**
(Government entity, may require additional approval)

Requested Information

So that Kentucky.gov can best serve you please answer the following questions:

Which best describes you? Business Private Citizen Government Agency

Is there a State Government service you would like to see available over the Internet that you could not find?
If so, what is it? _____

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: _____

Subscriber Name(s)

The service(s) below allow for up to 10 user ID/Passwords. Please list everyone who is to have access to the requested service(s). You must register each user first, and then complete the following user designation information. Please register at <https://kentucky.gov/register>.

If unable to register online, please check whether you would like us to fax or e-mail your usernames and passwords, if applicable. For security reasons, e-mails with usernames and passwords will be sent encrypted.

- Yes, e-mail to main contact e-mail address given
- Fax

More users may be added by purchasing another registration. For more than 10 users, please contact Tyler Kentucky.

Name(s) to be assigned to subscription if needed: (max. 10 users per registration – For-fee Services Only)

	Name	E-Mail Address	User ID	Primary/Admin? (*)
1.	_____	_____	_____	<input type="checkbox"/>
2.	_____	_____	_____	<input type="checkbox"/>
3.	_____	_____	_____	<input type="checkbox"/>
4.	_____	_____	_____	<input type="checkbox"/>
5.	_____	_____	_____	<input type="checkbox"/>
6.	_____	_____	_____	<input type="checkbox"/>
7.	_____	_____	_____	<input type="checkbox"/>
8.	_____	_____	_____	<input type="checkbox"/>
9.	_____	_____	_____	<input type="checkbox"/>
10.	_____	_____	_____	<input type="checkbox"/>

* Primary/Admin users will have administrative access where available.



Section 3: Select Online Services

You may select the Service(s) to which you or your organization would like to have access. Please note that certain services require additional forms and approvals. Please check the service desired:

Secretary of State Bulk Data Service – Kentucky.gov Subscription fee \$75.00

This service allows authorized subscribers the ability to download business and UCC records on file with the Commonwealth of Kentucky.

In order to use this service, **you must be** a registered Kentucky.gov user. **Please register before accessing the Service.**

Please check the service you are subscribing to:

- UCC bulk data – \$1,500 per month. This allows for daily, weekly, bi-weekly, or monthly downloads.
- UCC images – \$300 per month. This allows for weekly, bi-weekly, or monthly downloads
- Business entity lists – \$2,000 per month. This allows for daily, weekly, bi-weekly, or monthly downloads.

Online Access to KBN – Bulk Nurse Data Service Application – Kentucky.gov Subscription fee \$75.00

This service provides online access to information for the following professions: registered nurses, licensed practical nurses, and advanced registered nurse practitioners, including anesthetists, practitioners, midwives, and specialists. Information is provided in either a semicolon-delimited or fixed-length format for download.

In order to use this service, **you must be** a registered Kentucky.gov user. **Please register before accessing the Service.**

Data fee(s):

- Up to 5,000 records - \$120
- 5,000 to 20,000 records - \$360
- 20,000 or more records - \$480

Kentucky Board of Medical Licensure – Bulk Data Service – Kentucky.gov Subscription fee \$75.00

This service can provide the following Data Lists:

- Licensed Physicians (MD and DO)
- Physician Assistants
- Surgical Assistants
- Athletic Trainers

For Example: Physicians (MD and DO) who are licensed in the Commonwealth of Kentucky – name, degree, specialty, address, license number, status, initial issuance date and expiration date.

User must complete a data request form and submit the request to Kentucky.gov via mail or fax. Information is provided in the Microsoft Excel format and emailed to the requester.

In order to use this service **please contact Kentucky.gov before requesting data.**

Data fee(s):

- The complete list of licensed Physicians – \$300 per request.
- The complete list of Physician Assistants – \$25.00 per request.
- The complete list of Surgical Assistants – \$20.00.
- The complete list of Athletic Trainers – \$20.00.
- Licensed Physician Customized list(s) (i.e., Specific specialty or city or county, etc...) – \$25 set-up plus \$0.03 per record.

In order to use this service, you may need to be a registered Kentucky.gov user. Please contact Kentucky.gov for details (502) 875-3733. The Kentucky.gov subscriber agreement requires a supplemental form to access this information and to subscribe to the service. Please complete both this document ([Kentucky.gov Subscriber Agreement](#)) and the KBML Data Request form to become an authorized user of this service.

Kentucky Board of Pharmacists – Bulk Data Service – Kentucky.gov Subscription fee \$75.00

This service can provide the following Data Lists:

- Pharmacists
- Pharmacies
- Wholesalers
- Manufacturers

User must complete a data request form and submit the request to Kentucky.gov via mail or fax. Information is provided in the Microsoft Excel format and emailed to the requester.

In order to use this service **please contact Kentucky.gov before requesting data.**

Pricing for data:

- The complete list of licensed Pharmacists – \$175.00 per request.
- The complete list of Pharmacies – \$75.00 per request.
- The complete list of Wholesalers – \$45.00 per request
- The complete list of Manufactures – \$5.00 per request.
- Customized list(s) (i.e., Specific specialty or city or county, etc...) – \$25 set-up plus \$0.05 per record.

In order to use this service, you may need to be a registered Kentucky.gov user. Please contact Kentucky.gov for details (502) 875-3733. The Kentucky.gov subscriber agreement requires a supplemental form to access this information and to subscribe to the service. Please complete both this ([Kentucky.gov Subscriber Agreement](#)) and the KBP Data Request form to become an authorized user of this service.

Online Access to KYTC – Vehicle Title Inquiry (VTI) – Annual subscription and premium service fee \$75.00

The Online Vehicle Inquiry System (OVIS) provides access to Kentucky vehicle (including cars, trucks, motorcycles, and RVs) owner, title, registration, and lien information. Authorized users pay an annual \$75.00 subscription fee per 10 users to access OVIS vehicle data. Search with VIN or title number to see information about a vehicle registered in Kentucky. When a user successfully searches for a vehicle title record the user will be able to continue to check/search for status updates on that title record for a 60-day period without incurring any additional per-record search charges. Online access to vehicle owner, title, lien and registration records is provided through the Kentucky.gov Online Vehicle Information Service (OVIS) in cooperation with the Kentucky Transportation Cabinet and is governed by the [Federal Driver's Privacy Protection Act \(DPPA\)](#).

In order to use this service, you must be a registered Kentucky.gov user and authorized through one of the provisions of the DPPA. The Kentucky.gov subscriber agreement requires supplemental forms to declare which of the DPPA provisions authorizes you to access this information and to subscribe to the service. Please complete both the ([Kentucky.gov Subscriber Agreement](#)) and the [VTI Agreement](#) to become an authorized user of this service.

Please check the service you are subscribing to:

Standard Subscription

- Standard access - \$0.44 per record
 - Search a single vehicle in a single request
 - Search results include:
 - View Owner Name
 - View Title Information
 - View Registration
 - View Lien Information
 - View Lien Address
 - Successful search results are billed once every 60 days.
 - Search result details are only stored for the last 7 days.
 - Ability to download a PDF file of records searched.

Premium Subscription

- Premium access - \$4.00 per record
 - Search a single vehicle in a single request.
 - Search multiple vehicles in a single request.
 - Search results include:
 - View Owner Name
 - View Owner Address
 - View Title Information
 - View Registration
 - View Lien Information
 - View Lien Address
 - Successful search results are billed once every 60 days.
 - Search result details are only stored for the last 7 days.
 - View historical search requests (full record details only provided within 7 days of request).
 - Ability to subscribe to multiple companies under a single login.
 - Primary/Admin users can manage account users (add/disable).
 - See search results made by users in the same company account.
 - Ability to download a PDF file of search results.
 - Ability to download a comma-separated value (CSV) file of records searched.
 - Ability to download a comma-separated value (CSV) file of search results.

Motor Vehicle Licensing/KYTC – Vehicle Name Sales Data – Kentucky.gov Subscription fee \$75.00

The Vehicle Name Sales Data will now be offered under a Kentucky.gov subscription as opposed to the previous name sales process. Subscribers will be able to self-serve through access to an online service. This service allows authorized subscribers the ability to receive approved vehicle data records via an electronic online system. Authorized users pay an annual \$75.00 subscription fee per 10 users to access Vehicle Name Sales Data. The Name Sales information is categorized into three vehicle request types identified below. Online access to vehicle owner records is provided through the Kentucky.gov - Vehicle Name Sales Data subscription in cooperation with the Kentucky Transportation Cabinet and is governed by the [Federal Driver's Privacy Protection Act \(DPPA\)](#).

In order to use this service, you must be a registered Kentucky.gov user and authorized through one of the provisions of the DPPA. The Kentucky.gov subscriber agreement requires supplemental forms to declare which of the DPPA provisions authorizes you to access this information and to subscribe to the service. Please complete both the ([Kentucky.gov Subscriber Agreement](#)) and the [VTI Agreement](#) to become an authorized user of this service.

Please check the service you are subscribing to:

Name Sales – Vehicle Records

- Category 1: Request by Plate Type – \$0.03 per record
Online service will provide a list of owners based on the following input selection:
 - Plate Type (ex. Friends of Coal), or
 - Plate Category (ex. Military).
- Category 2: Warranty/Recall Request – \$0.03 per record
Online service will provide a list of owners based on the following input selection:
 - Vehicle Year,
 - Vehicle Make, and
 - Vehicle Model.
- Category 3: Plate Owner Request – \$0.03 per record
Online service will provide the plate owner at the time of request based on the following input selection (Use Case: Toll fees and Parking fines)
 - Plate Number

Motor Vehicle Licensing/KYTC – eTitling and eLien Service – Kentucky.gov Subscription fee \$75.00

The Kentucky eTitling/eLien service (KYELT) allows subscribers the ability to process and deliver dealer work electronically to corresponding Kentucky County Clerk's Offices. Authorized subscribers pay an annual \$75.00 subscription fee to access KYELT. The KYELT service has three access types identified below. Online access to KYELT is provided through the Kentucky.gov – eTitling/eLien subscription in cooperation with the Kentucky Transportation Cabinet.

In order to use this service, you must have one Primary/Admin registered Kentucky.gov user account as indicated in Section 2 of this agreement and authorized by the Transportation Cabinet – Motor Vehicle Licensing (MVL) division. The Kentucky.gov subscriber agreement requires supplemental forms based on the below selected subscription type. Please complete both this agreement the [Kentucky.gov Subscriber Agreement](#) any required supplemental forms to become an authorized user of this service.

Please check the service access you are subscribing to:

Kentucky eTitling/eLien service access options

- Dealership Access: eTitling/eLien processing – \$25.00 per title packet
Per [KRS 186A.017\(4\)](#), it is required for a dealership to attain approved status by satisfactorily completing the initial **Application to Become a KYELT Approved Entity (TC96-361)** and obtaining approval from the Motor Vehicle Licensing (MVL) authority prior to accessing the system. The [TC96-361](#) application must be mailed to the MVL along with an initial payment of \$150.00. Subsequent annual subscription renewals of \$150.00 will be invoiced accordingly. Access will be granted upon MVL's approval of the application and receipt of the [Kentucky.gov Subscriber Agreement](#). Onboarding procedures will commence following MVL's approval of the initial application.

Note: While certain dealer transactions may be lower, Title Packets will have a \$25 service charge.

- Lending Institution: eLien processing
KYELT will provide lending institutions the ability to the process and perfect liens.
 - Standard Lien Subscription – \$2.00 per transaction.
 - Premium Lien Subscription – \$4.00 per transaction.
- Service Provider: eTitling/eLien processing
eTitling/eLien service providers will have access via an Application Programming Interface (API) on behalf of a dealership or lending institution.

Note: Requires an additional **Service Provider – eTitling Agreement**. Please contact [Kentucky.gov](#) for details (502) 875-3733

- Processing on behalf of dealerships
Per [KRS 186A.017\(4\)](#), it is required for a dealership to attain approved status by satisfactorily completing the initial **Application to Become a KYELT Approved Entity (TC96-361)** and obtaining approval from the Motor Vehicle Licensing (MVL) authority prior to accessing the system. The [TC96-361](#) application should be submitted to the MVL along with an initial payment of \$150.00. Subsequent annual subscription renewals of \$150.00 will be invoiced accordingly. Access will be granted upon MVL's approval of the application and receipt of the [Kentucky.gov Subscriber Agreement](#). Onboarding procedures will commence following MVL's approval of the initial application.

Note: While certain dealer transitions may be lower, Title Packets will have a \$25 service charge.

- Processing on behalf of lending institutions
Lending institutions using a service provider to process liens.
 - o API/Real-Time (via Service Provider) – \$4.00 per transaction
 - o Batch (via Service Provider) – \$3.00 per transaction

Section 4: Tyler Kentucky Subscription Service Agreement (“Agreement”)

The Monthly Account Holder and Tyler Kentucky, the Portal Manager for *Kentucky.gov*, contract for the provision of services from *Kentucky.gov* to Monthly Account Holder as per the Terms and Conditions below. Tyler Kentucky provides on-line access, from terminals or personal computers to several *Kentucky.gov* databases with related services. Monthly Account Holder wishes to use the services made available by Tyler Kentucky through *Kentucky.gov*.

Terms and Conditions

1. This Agreement sets forth the terms and conditions under which Tyler Kentucky will provide

- services to Monthly Account Holder.
2. Tyler Kentucky 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 Kentucky, 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 Tyler Kentucky at its sole discretion.
 - b. ID/Account Numbers: Tyler Kentucky 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 Tyler Kentucky and *Kentucky.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 Tyler Kentucky. Monthly Account Holder recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by Tyler Kentucky.
 - 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 for Monthly Account Holder to have access to those services.
 5. Payment
 - a. Invoices for all services rendered will be prepared by Tyler Kentucky and provided by Tyler Kentucky to Monthly Account Holder. Rates shall be in accordance with the current *Kentucky.gov* rate schedule. Terms of invoice payment shall be net twenty-five (25) days.
 - b. In addition to the rates contained herein, Monthly Account Holder shall pay Tyler Kentucky for all sales, use, and excise taxes incurred by Tyler Kentucky in providing services to Monthly Account Holder if applicable. Tyler Kentucky 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 / ACH Debit – Financial Institution automatically deducts amount of usage and filing fees including any annual, monthly, or quarterly subscription fees out of checking / banking account monthly.
 - ii. Monthly Invoice - Tyler Kentucky bills Monthly Account Holder monthly usage and filing fees and bills on the appropriate month for any annual, monthly, or quarterly subscription fees.
 - 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, Tyler Kentucky 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 time or degree of delinquency does not prevent Tyler Kentucky 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 Kentucky, 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 Tyler Kentucky will not be liable for any claim or demand of any nature or kind whether asserted against Tyler Kentucky 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 Kentucky 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 Kentucky 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 Tyler Kentucky, 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 Kentucky, the Commonwealth of Kentucky, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on *Kentucky.gov* or through Tyler Kentucky shall at no time be liable for any errors in or omissions from information available on *Kentucky.gov* or through Tyler Kentucky.

7. Warranty

- a. Tyler Kentucky makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While Tyler Kentucky 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 regarding access to or use of any and all information, databases, programs, or other products to which access is provided by or through Tyler Kentucky.

8. Rate/Fee Changes

- a. Rates/Fees are as set forth in the Monthly Account Service Agreement insert and are established by Tyler Kentucky 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

- a. User accounts renew annually automatically on the last day of their anniversary month unless Tyler Kentucky is notified in writing, 30 days prior to the last day of the anniversary month. 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) unless Tyler Kentucky is notified in writing, 30 days prior to the expiration date of the renewal period. 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 ID/account number(s), use data received from or through Tyler Kentucky or *Kentucky.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 Tyler Kentucky or *Kentucky.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 Tyler Kentucky or through *Kentucky.gov*.

- e. Monthly Account Holder acknowledges that records of its access to for-fee Services will be maintained by Tyler Kentucky and are subject to audit and examination for compliance with applicable limitations on use.

11. Tradename / Trademark

- a. Monthly Account Holder agrees that he / she will not use the trademark "Tyler Kentucky" or "*Kentucky.gov*" or any of *Kentucky.gov*'s or Tyler Kentucky's services identified in any fashion unless specifically authorized to do so in writing by Tyler Kentucky.

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 Tyler Kentucky 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 Kentucky'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 Commonwealth of Kentucky as such laws are applied to contracts made and to be performed entirely in Kentucky, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Kentucky and in no other jurisdiction.
- e. Notices: All notices required under this Agreement must be in writing and directed to Tyler Kentucky as follows: *Kentucky.gov*, Attn: General Manager, 229 West Main Street, suite 400, Frankfort, KY 40601.
- f. 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 Kentucky may assign this Agreement and/or the payments due to Tyler Kentucky without notice to or requirement for Monthly Account Holder's permission or approval.

- 13. Kentucky Interactive LLC, dba Tyler Kentucky, a Kentucky limited liability company, manages *Kentucky.gov* and the day-to-day operations and activities of the portal under one or more contracts with the Commonwealth of Kentucky.

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kentucky.gov in partnership with Tyler Kentucky

Telephone: (502) 875-3733

Fax: (502) 875-3722

www.kentucky.gov

TYLER KENTUCKY



EFT AUTHORIZATION

Subscriber Information

Subscriber Number (office use): _____

Telephone Number: _____ - _____

Business Name: _____

Address: _____

City, State, Zip: _____

Financial

Bank Name: _____

Routing Number: _____

Account Number: _____

Checking Savings General

I hereby authorize Kentucky Interactive, LLC dba Tyler Kentucky, hereinafter called TKY, to initiate debit entries and to initiate, if necessary, credit entries as adjustments for any debt entries in error into my bank account indicated above and the Financial Institution named above, hereinafter called DEPOSITORY, to debit the same any amount(s) owed by me to TKY. This authority is to remain in full force and effect until TKY has received written notification from me of its termination in such time and in such manner as to afford TKY and DEPOSITORY a reasonable opportunity to act on it.

(Printed Name)

(Authorized Signature)

(Printed Title)

(Date)

