



MVD Online Registration Agreement

121 Sandoval Street, Suite 300
Santa Fe NM, 87501
Phone: (505) 982-8307
Fax: (505) 212-0758

Section 1: Registration Agreement

Thank you for your interest in services from New Mexico Interactive LLC, dba Tyler New Mexico ("Tyler NM"). To access certain services made available by Tyler NM through MVD Online, you must register with Tyler NM, the online service provider for the New Mexico Taxation and Revenue Department.

Registering is Easy!

1. Please read all the information carefully.
2. You will need a computer with access to the Internet and a Web browser.
3. Complete, sign and notarize this Agreement along with any other required forms.
4. Return completed/notarized forms including your registration fee to the above address.
5. Tyler NM will notify you of receipt of the Agreement and provide passwords, if applicable.
6. When you receive confirmation or notification, you may begin using the services for which there is a fee.
7. You will be billed on a monthly basis for your monthly account usage, if applicable.

Fees:

Please include the registration fee with your Agreement. The annual renewal fee will be billed to your monthly account automatically.

Registration Fee	Annual Renewal Fee
\$75.00	\$75.00

In addition to the registration fee, certain Tyler NM 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 on a monthly basis; annual registration 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 Tyler NM, at 505- 982-8307.

By my signatures, I have read and agree to the terms and conditions of Tyler NM's Monthly Account Holder (if applicable) and Registration 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

Customer Signature	Printed Name	Title
Phone Number (verifiable via 3rd party, i.e. phone book, internet etc.)	Signature Date	

FOR OFFICE USE ONLY

Tyler NM Account Number	Classification
Tyler NM Signature (General Manager)	Signature Date

Section 2: Registered User Information

Organization Name		SIC Code	
Attention/Contact Name		Title	
Telephone Number + Ext	Fax Number	Email	
Mailing Address	City	State	Zip

Identifier Question:

Please answer one of the following questions:

In what city were you born?	From what high school did you graduate?
-----------------------------	---

User Accounts

This Registration Agreement allows for up to 10 user ID/Passwords. Please list each individual who is to have access to the requested service(s). You must register each user first, and then complete the following user designation information.

More users may be added by purchasing another registration packet. Each \$75.00 registration fee will allow for up to 10 additional users. For more than 10 users, please contact Tyler NM.

Name(s) to be registered to account: By signing below, you acknowledge that you are and shall remain in compliance with applicable State and Federal laws and the contractual terms/conditions of the Monthly Account Holder Agreement below. Any person, who willfully and knowingly obtains, resells, transfers, or uses information in violation of the law shall be liable to any injured party for treble damages, reasonable attorney's fees, and costs. Other civil and criminal laws may also apply.

Max 10 users per account – Non-government only. Admin must also be listed to obtain user name and password.

Account Types:

- AA (ACCTADMIN):** Customer Account Administrator is the Administrator for the account. This person will be contacted about all issues related to create, delete or modify users' accounts for this customer. If a password is lost or forgotten, the Account Administrator must contact Tyler NM. It is the responsibility of the Account Administrator to notify Tyler NM of any terminated employees, who are also users on this account. Only one person may be identified as the Account Administrator.
- BA (BILLADMIN):** Customer Account Billing Administrator has access to the system billing information for all of the customer's accounts.
- U (USER):** Customer Account User. All registered users are included in this group.

Account Administrator

Account Administrator Name		Email Address			
Address		City		State	Zip
Driver License Number		State Issued		Expiration	
Signature		Date			

Additional Account Type(s)

USER 1 Name		Email Address			
Address		City		State	Zip
Driver License Number		State Issued		Expiration	
Signature		Date			

USER 2 Name		Email Address			
Address		City		State	Zip
Driver License Number		State Issued		Expiration	
Signature		Date			

USER 3 Name		Email Address			
Address		City		State	Zip
Driver License Number		State Issued		Expiration	
Signature		Date			

USER 4 Name		Email Address			
Address		City		State	Zip
Driver License Number		State Issued		Expiration	
Signature		Date			

USER 5 Name		Email Address			
Address		City		State	Zip
Driver License Number		State Issued		Expiration	
Signature		Date			

USER 6 Name		Email Address		
Address		City	State	Zip
Driver License Number	State Issued		Expiration	
Signature		Date		

USER 7 Name		Email Address		
Address		City	State	Zip
Driver License Number	State Issued		Expiration	
Signature		Date		

USER 8 Name		Email Address		
Address		City	State	Zip
Driver License Number	State Issued		Expiration	
Signature		Date		

USER 9 Name		Email Address		
Address		City	State	Zip
Driver License Number	State Issued		Expiration	
Signature		Date		

USER 10 Name		Email Address		
Address		City	State	Zip
Driver License Number	State Issued		Expiration	
Signature		Date		

Billing Information:

Please Select One Billing Method: All usage fees incurred will be totaled and billed monthly.

Manual Invoice

(sent via email to billing address listed below)

Auto Check

(monthly fees deducted from checking acct.)

Credit Card

(monthly fees are paid via credit card)

Organization Name <input type="checkbox"/> Same as Registered User		SIC Code		
Attention/Contact Name		Title		
Telephone Number + Ext	Fax Number	1st Billing Email	2nd Billing Email	
Billing Address <input type="checkbox"/> Same as Registered User		City	State	Zip

Payments:

Complete the payment information for the billing option chosen above.

Checking Account Bank Name (if selected)	Routing Number	Account Number
Name on Credit Card (if selected)	Credit Card Type	Credit Card Number
Date of Expiration	Security Code (3 numbers on back of the card)	

Section 3: Terms and Conditions

The Monthly Account Holder and New Mexico Interactive LLC, dba Tyler New Mexico ("Tyler NM") the online service provider for the New Mexico Taxation and Revenue Department ("TRD"), wish to contract for the provision of services from Tyler NM to Monthly Account Holder per the Terms and Conditions below. Tyler NM provides on-line access, from terminals or personal computers, to the database(s) of the New Mexico Motor Vehicle Division ("MVD"). Monthly Account Holder wishes to use the services made available by Tyler NM through MVD Online.

Terms and Conditions

1. This Agreement sets forth the terms and conditions under which Tyler NM will provide services to Monthly Account Holder.
2. Tyler NM 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 NM, 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 (7) days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Tyler NM in its sole discretion.
 - B. **ID/Account Numbers:** Tyler NM will issue to the Monthly Account Holder a maximum of ten (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 NM.

- 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 NM. Monthly Account Holder recognizes that each transaction and statement of use will be logged and retained for auditing purposes by Tyler NM.
- F. Registration and/or online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Monthly Account Holder to gain access to those services.
- G. It is the sole responsibility of the Monthly Account Holder to notify Tyler NM in writing of any and all terminations as it relates to Users with access to the account. Once notified, it will then become the responsibility of Tyler NM to remove said User's access to the account.

5. Payment

- A. Invoices for all services rendered will be prepared by Tyler NM and provided by Tyler NM to Monthly Account Holder. Rates shall be in accordance with the current Tyler NM rate schedule. 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 Tyler NM for all sales, use, and excise taxes incurred by Tyler NM in providing services to Monthly Account Holder if applicable. Tyler NM 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** – 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** – Tyler NM 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 Tyler NM.
- 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, Tyler NM 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 Tyler NM 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 NM, 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 NM will not be liable for any claim or demand of any nature or kind whether asserted against Tyler NM 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 NM 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 NM 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 NM, 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 NM, the State of New Mexico, and all other parties who may from time to time provide information for access by Tyler NM shall at no time be liable for any errors in or omissions from information available through Tyler NM

7. Warranty

- A. Tyler NM makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While Tyler NM 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 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 NM.

8. Rate/Fee Changes

- A. Rates/Fees are set forth in the Monthly Account Service Agreement insert and are established by Tyler NM 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

User accounts renew annually automatically on the last day of their anniversary month unless Tyler NM is notified in writing to the contrary. 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). 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 NM 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 NM 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 NM through MVD Online.
- E. Monthly Account Holder acknowledges that records of its access to for-fee Services will be maintained by Tyler NM and are subject to audit and examination for compliance with applicable limitations on use.

11. Trade Name / Trademark

Monthly Account Holder agrees that he/she will not use the trademarks "Tyler NM," "MVD Online," or any of Tyler NM's services identified in any fashion unless specifically authorized to do so in writing by Tyler NM.

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 NM 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 NM'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 State of New Mexico as such laws are applied to contracts made and to be performed entirely in New Mexico, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in New Mexico and in no other jurisdiction.
- E. **Notices:** All notices required under this Agreement must be in writing and directed to Tyler New Mexico as follows: **Tyler NM ATTN: Ryan Labbe, General Manager, 121 Sandoval Street, #300, Santa Fe, NM 87501.**
- 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 NM may assign this Agreement and/or the payments due to Tyler NM without notice to or requirement for Monthly Account Holder's permission or approval.

- 13. New Mexico Interactive LLC, a New Mexico limited liability company dba Tyler NM, manages the day-to-day operations and activities of MVD Online under one or more contracts with the State of New Mexico, specifically, the New Mexico Department of Taxation and Revenue.

Section 4: Selection of Online Services

Please select the Online Service(s) to which your organization would like to have access:

User Interactive Services (online website) – Search for records using an online web interface.	
	Driver License Records – search and view driver records
	Driver Monitoring - monitor changes to driver records
	Disability Placard Lookup - validate disability placard ID numbers
	Motor Vehicle Records – search and view vehicle records
Point to Point – Uses an API to request specific records. Requires your IT/Developer to set up.	
	Driver License Records
	Motor Vehicle Records
Bulk Data - Daily differential file sent to customer via SFTP folder. Requires your IT/Developer to set up.	
	Vessel/Boat Data
	Vehicle Data
Batch Data Driver Monitoring – Monitor driver records by customer defined list. Requires your IT/Developer to set up.	
	Driver Monitoring – monitor changes to driver records
	Youthful Driver Monitoring – monitor driver by address

Would you like to be notified when we have new online services?

Yes

No

If Yes - Email Address of Contact for New Online Services

To request Online Services that become available in the future, the Account Administrator, (ACCTADMIN) may email their request to support@TylerNewMexico.com. The request must subject line should read, “Accessing Additional Services”.

Section 5: Notary

Notary Statement

Subscribed and affirmed before me, a notary public, this _____ day of _____, 20____, in the county of _____, State of New Mexico. The above signed, personally appeared and has proven to be the person whose name is subscribed to the within instrument.

Signature of Notary

Signature	
Commission Expires	SIC Code

Seal