NEBRASKA.GOV

301 South 13th Street Suite 301 Lincoln, NE 68508 | Office: 402.471.7810 | Fax: 402.471.7817

Driver License Record Monitoring Agreement

This agreement is made between the subscriber, a corporation, and Nebraska.gov, a State of Nebraska information and communication network operated under the authority of the Nebraska State Records Board.

WHEREAS, subscriber desires to enter into an Agreement with Nebraska.gov for the purpose of receiving computer access to Driver's License Records (DLR) under the custody of the Nebraska Department of Motor Vehicles, (DMV) and to a DLR monitoring service provided by Nebraska.gov; and

WHEREAS, subscriber desires to monitor DLR now and in the future, to acquire abstracts of certain DLRSs now and in the future, and to do so by electronic batch processing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, including the amounts hereinafter provided to be paid by subscriber for such access, the parties hereto hereby agree as follows:

1. Nebraska.gov shall furnish DLR, requested by subscriber, subject to any limitations to access to the DMV database imposed by the DMV.

2. Subscriber may request records and the monitoring service directly from Nebraska.gov via a dial-up 3780 to 3780 direct telecommunication line, or by the internet. Subscriber will provide an electronic file containing the requested DLR for monitoring and Nebraska.gov will provide the requested data within six calendar days of the receipt of the file.

3. Subscriber shall pay to Nebraska.gov a fee of $0.06 per driver record monitored per month. For those DLR that have violation activity, license revocation or suspension during a given month, a driver abstract will be provided and the statutorily required $3.00 fee will be charged. Payment shall be remitted to Nebraska.gov within twenty (20) days from the date of the invoice. Invoices will be mailed monthly to the subscriber email address.

   **Accounts not paid when due may be assessed a service charge, or may have their access terminated without notice.

4. Subscriber 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 Nebraska.gov.

5. This agreement may be terminated at any time upon sixty (60) days advance notice by an instrument in writing, signed by a duly authorized representative of the party wishing to terminate, and mailed to the other party. This agreement may be immediately terminated upon any material breach of any covenant herein at the option of the non-breaching party, or upon cessation of the Nebraska State Records Board's Interagency Agreement with DMV. Any notice of termination shall be deposited with the United States Postal Service, correctly addressed and postage prepaid.

6. This agreement constitutes the entire Agreement of the parties and supersedes all other prior written or oral agreements between the parties with respect to the subject matter herein. This agreement may be changed, modified or amended at any time by an instrument in writing, signed by duly authorized representatives of both parties hereto.

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7. Nebraska.gov agrees to provide reasonable technical support subscriber during regular business hours, and to provide electronically paged technical support during other hours, to assist subscriber with the electronic transfer process in the event of technical problems or downtime.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

Subscriber Signature	Email Address
Subscriber (Typed/Printed) Name	Date
Subscriber Account #	Subscriber IP Address
Phone Number/Fax	