NEBRASKA.GOV

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

Water Well Service Agreement

Please read the information included in this Service Agreement carefully. Complete all sections of the Agreement, sign and date below. Detach the front section of the Agreement as shown and return to Nebraska.gov, keeping the "Terms of Service Agreement" for your files.

Your well registration fees cover the cost of access to the Water Well Registration Service. Service offered by the Department of Natural Resources through Nebraska.gov. If you have any questions, please contact Customer Services at Nebraska.gov.

Mailing Address

Organization Name _____ License Number _____

Contact _____ Title _____

Department _____

Address _____

City/State/Zip_____

Telephone _____ Ext._____ FAX_____

Email _____

Billing Address

Organization Name _____

Contact _____ Title _____

Address _____

City/State/Zip_____

Telephone _____ Ext._____ FAX_____

For Office Use Only

Account #: _____

Date: _____

Payment Options

(Please select only 1 option. For further details, please refer to Payment under Terms & Conditions)

Credit Card (check one): ☐ MasterCard ☐ Visa ☐ American Express

Card Number _____Expiration Date _____

OR

ACH Account (Select one): ☐ Checking Account ☐ Savings Account

Bank Name _____
Routing Number _____
Account Number _____

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Username Assignments

Users within your organization are allowed to use the Organization's Account.

First Name / Last Name	Contractor License #	UN*	PW*

* Office Use Only

I have read and agree to the terms and conditions of Nebraska.gov Service Agreement.

Subscriber Signature

Email Address

Printed Subscriber Name

Nebraska.gov Account Number

Phone Number/Fax Number

Date

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TERMS OF SERVICE AGREEMENT

The Subscriber and Nebraska.gov wish to contract for the provision of services from Nebraska.gov to Subscriber as per the Terms and Conditions below. Nebraska.gov provides online access, from Subscriber's terminals, to the Water Well Registration Service. Subscriber wishes to use the services made available by Nebraska.gov. Nebraska.gov is a service of the State of Nebraska, through the Nebraska State Records Board.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which Nebraska.gov will provide services to Subscriber.

2. Nebraska.gov reserves the right to withdraw any service or services 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 it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. Nebraska.gov shall be entitled to announce, online or in writing, changes to the network, to the services provided, to prices, or other changes, which changes shall constitute modifications to this agreement once announced. In the event Subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that the Purchase Order 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 Nebraska.gov in its sole discretion.
   b) Access: Subscriber is solely responsible for the selection and procurement of any equipment and access lines necessary to access the Nebraska.gov service.
   c) Username and Passwords: Nebraska.gov will issue to the Subscriber a requested number of usernames and passwords necessary to access Nebraska.gov services, not to exceed 10 usernames and passwords per subscription fee. Subscriber is responsible for preserving the secrecy of its users and for ensuring that access to services and use of its usernames and passwords are controlled by it 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 liable for any and all charges for services to its usernames, whether or not authorized by Subscriber.
   d) Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices or other limitation on use which are applicable to services, databases, or other information provided through Nebraska.gov.
   e) Acceptance of this agreement allows Subscriber a non-transferable END-USER License in any provided software. The software is licensed, not sold, and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Subscriber may copy software on Subscriber's computer or computers at one location only. Software furnished is dedicated for Subscriber's use only. Subscriber may not rent or lease the software or separate component parts to anyone else. Subscriber may also store or install a copy of the software on a storage device, such as a network server, for Subscriber's use only.

5. Payment
   a) Invoices for all services rendered will be prepared by Nebraska.gov and provided by Nebraska.gov. Rates shall be in accordance with the current Nebraska.gov rate schedule. Terms of invoice payment shall be net twenty (20) days.
   b) In addition to the rates contained herein, Subscriber shall pay Nebraska.gov for all sales, use, and excise taxes incurred by Nebraska.gov in providing services to Subscriber. Nebraska.gov makes no representations as to the liability or exemption from liability of the Subscriber to any tax imposed by any

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governmental entity.

c) Past due invoices may 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.

6. Limitation of Liability

a) The remedies set forth in this Agreement are exclusive and in no event shall Nebraska.gov, 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 understands and recognizes that the system by which these services are offered to may experience problems of various kinds resulting in an inability to provide services.

b) Subscriber agrees that Nebraska.gov will not be liable for any claim or demand of any nature or kind whether asserted against Nebraska.gov or against Subscriber by any third party, arising out of the services or materials provided or use of the same; Subscriber agrees to indemnify and hold Nebraska.gov harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.

c) Nebraska.gov 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 providers 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 Nebraska.gov, 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) Nebraska.gov, Nebraska Interactive, Inc., Nebraska State, County and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on Nebraska.gov shall at no time be liable for any errors in or omissions from, information available on Nebraska.gov.

7. Warranty

a) Nebraska.gov makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While Nebraska.gov and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation is made or implied as to such.

b) 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.

8. Rate Changes

a) Rates are as set forth and established by the state governing authority of Nebraska.gov in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below). Such rates may change as the governing authority decides.

b) The parties may enter into a fixed-term agreement setting forth a set rate 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 usernames and passwords, use data received from or through Nebraska.gov in any way except in full and complete compliance with all applicable laws.

10. Tradename/Trademark

a) Subscriber agrees that it will not use the trademark "Nebraska.gov" or the names or means of identifying

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any of Nebraska.gov's services in any fashion unless specifically authorized to do so in writing by Nebraska.gov. Subscriber agrees not to tamper with, alter, or change in any fashion, any databases or programs made available to Subscriber by Nebraska.gov.

11. General Conditions
    a) Waiver: The waiver, modification, or failure to insist on any of these terms or conditions one or more times by Nebraska.gov shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of Nebraska.gov's right to performance of any such term or terms in the future.
    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 Nebraska as such laws are applied to contracts made and to be performed entirely in Nebraska, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Nebraska and in no other jurisdiction.
    d) Assignment: This Agreement is not assignable or transferable by Subscriber and any attempted assignment or transfer by Subscriber shall be null and void and of no force or effect. Nebraska.gov may assign this Agreement and/or the payments due to Nebraska.gov without notice to or requirement for Subscriber's permission or approval.
    e) Direct Debit (ACH) Option shall mean that the Customer's banking institution automatically deducts the billed amount out of Customer's account monthly.
    f) Visa/MasterCard and American Express Option shall mean that the billed amount is automatically charged to the Customer's charge card.
    g) Monthly Invoice/Check Option shall mean that Nebraska.gov bills Customer monthly.

12. Nebraska.gov is managed by Nebraska Interactive, Inc.

End of Agreement