



## Premium Services Agreement

Please carefully read the information included in this Premium Services Agreement for BillTracker, a service of Nebrask@ Online. Complete pages 1 and 2 of this Agreement, sign and date below. Send pages 1 and 2 of the Agreement to Nebrask@ Online. Keep a copy of the entire completed agreement for your files. Faxes or U.S. mail are accepted.

Once payment of the fee associated with the level of service desired has been received and processed, you will be provided with a username and password to access BillTracker Premium Services. Please mark your service level selection below. You will also be provided with a user manual with instructions on how to gain the most benefit from BillTracker Premium Services.

If you have any questions, please contact Nebrask@ Online at 1-800-747-8177, ext. 41. If you are in Lincoln, please call 471-6582.

I request the following service level for Calendar Year (January 1 - December 31) 2005. Please select one:

- 1 - 3 eProfiles (\$50)
- 4 - 10 eProfiles (\$100)
- 11 - 20 eProfiles (\$250)
- 21 or more eProfiles (\$500)

I have read and agree to the terms and conditions of Nebrask@ Online's BillTracker Premium Services Agreement.

### CUSTOMER SIGNATURE

\_\_\_\_\_  
Name (*printed*)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### For Office Use Only

Account #: \_\_\_\_\_

Customer Group: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Nebrask@ Online \* 301 S. 13th Street, Suite 301 \* Lincoln, NE 68508-2593  
Phone: (402) 471-6582  
Outside Lincoln: 1 (800) 747-8177, ext. 41  
Fax: (402) 471-7817

# Nebraska® Online BillTracker Premium Services Agreement

## Mailing Address

Organization Name \_\_\_\_\_  
Contact \_\_\_\_\_ Title \_\_\_\_\_  
Department \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Ext. \_\_\_\_\_ FAX \_\_\_\_\_  
Email \_\_\_\_\_

## 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 \_\_\_\_\_

Check Enclosed (please note that processing will take longer when paying by check).

Website Address: <http://www.nebraska.gov/billtracker>

## Processing of this Service Agreement:

Once payment has been processed, an account will be set up for you. A username and password, along with a user manual, will be provided so you may begin using the service. This information is placed in the U.S. mail to the contact mentioned above. Usernames and passwords are not released via email or fax.

If you wish to increase the number of "eProfiles" from your initial set-up, please fax or mail a note requesting this change to Karen Berry, Business Manager, at 402-471-7817. The increased eProfiles will be added when payment has been processed. If paying by check, please note the processing will take longer.

# TERMS OF BillTracker PREMIUM SERVICES AGREEMENT

## Nebrask@ Online BillTracker Premium Services Agreement

The Subscriber and Nebrask@ Online wish to contract for the provision of services from Nebrask@ Online to Subscriber as per the Terms and Conditions below. Nebrask@ Online provides an enhanced service, known as BillTracker Premium Services, for monitoring activities of the Nebraska Legislature. Nebrask@ Online 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 Nebrask@ Online will provide BillTracker Premium Services to Subscriber.
2. Nebrask@ Online reserves the right to modify BillTracker Premium Services without consulting Subscriber prior to modifying such service, and shall have no liability whatsoever to Subscriber in connection with modification 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. Nebrask@ Online 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 Nebrask@ Online 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 Nebrask@ Online BillTracker Premium Services.
- c) Username and Passwords: Nebrask@ Online will issue to the Subscriber a username and password necessary to access Nebrask@ Online BillTracker Premium Services. Subscriber is responsible for preserving the secrecy of its users and for ensuring that access to services and use of its username and password is controlled by Subscriber. 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 or other information provided through Nebrask@ Online BillTracker Premium Services.
- e) Acceptance of these terms allows Subscriber a non-transferrable END USER License to the BillTracker Premium Service. The service is licensed, not sold, and is protected by state and federal laws and international treaties. Subscriber may copy and store the content of the Nebraska Legislature provided through BillTracker Premium Service onto Subscriber's computer and may further transfer such content to others. Subscriber may not rent or lease the BillTracker Premium Service to anyone else.

#### 5. Payment

- a) Payment for one calendar year of the Nebrask@ Online BillTracker Premium Services shall be in advance, and made by either Credit Card (Visa, Mastercard or American Express) or by check. Upon receipt and processing of payment, Nebrask@ Online will provide Subscriber with a username and password to access BillTracker Premium Services.

#### 6. Limitation of Liability

- a) The remedies set forth in this Agreement are exclusive and in no event shall Nebrask@ Online, 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 current year's BillTracker service 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 Nebrask@ Online will not be liable for any claim or demand of any nature or kind whether asserted against Nebrask@ Online 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 Nebrask@ Online harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.
- c) Nebrask@ Online 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 Nebrask@ Online, 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) Nebrask@ Online, Nebraska Interactive, LLC, 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 Nebrask@ Online shall at no time be liable for any errors in or omissions from, information available on Nebrask@ Online.

#### 7. **Warranty**

a) Nebrask@ Online makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While Nebrask@ Online 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 Nebrask@ Online.

#### 8. **Rate Changes**

a) Rates are as set forth and established by the state governing authority of Nebrask@ Online 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. **Cancellation of Subscription**

A Subscriber may cancel his, her, or its BillTracker Premium Services Agreement at any time. A written request for termination of services must be faxed or mailed to Nebrask@ Online. The Subscriber's annual BillTracker Premium Services fee will not be refunded.

#### 10. **Limitations**

a) Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's username and password, use data received from or through Nebrask@ Online in any way except in full and complete compliance with all applicable laws.

b) Subscriber specifically recognizes and affirms that he or she, or any other party acting by or through Subscriber or using Subscriber's username and password, will comply with all applicable provisions of all Nebraska laws and regulations.

c) Subscriber understands that his or her Nebrask@ Online service privileges may be terminated for a violation of this Agreement or an applicable federal, state, local or other law or regulation, and further that he or she may be prosecuted for such violations.

d) Subscriber agrees not to tamper with, alter, or change in any fashion any database or programs made available to Subscriber by or through BillTracker Premium Services.

#### 11. **Tradenname/Trademark**

Subscriber agrees that it will not use the trademark "Nebrask@ Online" or the names or means of identifying any of Nebrask@ Online's services in any fashion unless specifically authorized to do so in writing by Nebrask@ Online.

#### 12. **General Conditions**

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 this Agreement. Each party further acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by it.

b) Waiver: The waiver, modification, or failure to insist on any of these terms or conditions one or more times by Nebrask@ Online 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 Nebrask@ Online's right to performance of any such term or terms in the future.

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 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.

e) 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. Nebrask@ Online may assign this Agreement and/or the payments due to Nebrask@ Online without notice to or requirement for Subscriber's permission or approval.

13. Nebrask@ Online is managed by Nebraska Interactive, LLC.

End of Agreement

Ed. January 2005