

Driver License Record Batch 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.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

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

WHEREAS, subscriber desires to acquire abstracts of certain DLRs 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 Interactive shall furnish DLR requested by subscriber, subject to any limitations to access to the DMV database imposed by DMV.
2. Subscriber may request records directly from Nebraska.gov via the internet. Subscriber will provide an electronic file containing the requested DLR and Nebraska Interactive will provide the requested data within six calendar days of the receipt of the file.
3. Subscriber shall pay to Nebraska Interactive a fee of \$7.50 per driver record requested from the DMV. Payment shall be remitted to Nebraska Interactive within twenty (20) days from the date of the invoice.
** 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 Interactive.
5. Subscriber warrants that it will immediately notify Nebraska.gov and the DMV of any unauthorized access to or breach of the communication network and DMV records.
6. Subscriber warrants that it has executed ATTACHMENT A – Nebraska Department of Motor Vehicles Uniform Motor Vehicle Records Disclosure Act Memorandum of Understanding and understands the specifics and penalties set forth, including possible criminal and civil liability. Any violations may lead to immediate termination of access to DMV data.

7. 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.
8. 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.
9. Nebraska Interactive agrees to provide reasonable technical support to subscriber during regular business hours, and to provide electronically paged technical support during other hours, to assist subscriber in the event of technical problems or downtime with the electronic transfer process.

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

Subscriber Signature

Email Address

Subscriber Name (Typed/Printed)

Date

Subscriber Account #

Subscriber IP Address

Phone Number / Fax