

UCC Image Batch Agreement

This agreement is made between Subscriber, a corporation/individual 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 images to Uniform Commercial Code Financing Statements and related filings (UCC images) under the custody of the Nebraska Secretary of State, (SOS) through a UCC image service provided by Nebraska.gov; and

WHEREAS, Subscriber desires to purchase electronic access to UCC images 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 agree as follows:

1. Nebraska.gov shall furnish UCC images, requested by Subscriber and subject to any limitations to access to the SOS database imposed by SOS.

2. Subscriber will retrieve UCC images directly from Nebraska.gov via the internet (FTP access only).

3. Subscriber shall pay to Nebraska.gov a fee of \$800 monthly per UCC images database at the close of business on the last day of the month.. Payment shall be remitted to Nebraska.gov within twenty (20) days from the date of the invoice. Invoices will be emailed 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 by either party after 6 months of continuous service with sixty (60) days advance notice in writing, signed by a duly authorized representative of Subscriber and delivered to the other party via courier. This agreement may be immediately terminated by Nebraska.gov upon any material breach of any covenant herein by Subscriber or upon cessation of the Nebraska State Records Board's Interagency Agreement with SOS. Any notice of termination shall be delivered by courier.

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.

8. Nebraska.gov 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 with the electronic transfer process in the event of technical problems or downtime.

IN WITNESS to their agreement to the above, the parties 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