

## Corporate Records 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 access to information known as a Corporations Data Dump (CDD) under the custody of the Nebraska Secretary of State (SOS), by means of a CDD service provided by Nebraska.gov; and

WHEREAS, Subscriber desires to receive CDD and abstracts of the same for a minimum of six (6) consecutive months and thereafter on a month to month basis 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 to Nebraska.gov for such access, the parties agree as follows:

1. Nebraska.gov shall furnish CDD requested by subscriber subject to any limitations to access to the CDD database imposed by SOS.
  2. Subscriber may retrieve CDD records directly from Nebraska.gov via the internet (FTP access only).
  3. Subscriber shall pay to Nebraska.gov a fee of \$800 monthly per CDD if accessed once a month, \$500 per CDD, twice a month or \$300 per CDD if accessed each week. Nebraska.gov will invoice the subscriber on a monthly basis. 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 or regulations regarding 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 subscriber after 6 months of continuous service, by providing sixty (60) days advance notice in writing, signed by a duly authorized representative of the party wishing to terminate, and transmitted to Nebraska.gov by courier. This agreement may be immediately terminated by Nebraska.gov upon any material breach of any covenant herein upon cessation of the Nebraska State Records Board's Interagency Agreement with SOS. Any notice of termination shall be transmitted 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.

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.

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Subscriber Signature

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Email Address

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Subscriber (Typed/Printed) Name

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Date

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Subscriber Account #

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Subscriber IP Address

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Phone Number/Fax