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Electronic Government Service Level Agreement
with
Village of Brule, Nebraska

This Agreement is made by and among Nebraska Interactive, LLC, dba NIC Nebraska, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Village of Brule, Nebraska, a state governmental entity or political subdivision of Nebraska ("the Partner").

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. APPLICATION SUPPORT
    a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
    b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
    c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
    d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
    e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

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3. CHANGES IN PORTAL – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. PARTNER'S FEES – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/ and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address:	Village of Brule, Nebraska,
	Village Chairperson
	715 Oak Street
	Brule, Nebraska 69127
Phone:	308-287-2596
Email:	bruleclerk@atcjet.net

Mailing Address:	Nebraska Interactive dba NIC Nebraska
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com

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Mailing Address:	Nebraska State Records Board
	Secretary of State
	1445 K Street, Suite 2300
	Lincoln, NE 68509
Phone:	402-471-1572
Fax:	402-471-3237

8. TERMINATION OF AGREEMENT –
    a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract.

        For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

        In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
    b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
        i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
        ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.

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14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. SWIPE HARDWARE PROVISION AND SUPPORT

   i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

   ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.

   iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.

c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:

   i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;

   ii. Supply reports to the Partner in an understandable and logical format; and

   iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.

d. ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe

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hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.

   i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.

   ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

   iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional $15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.

   iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.

   v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.

   vi. Check Returns – Returned checks will be deducted from future Partner Disbursement at the time the return is processed from the State Treasurer or

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the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

f. RECORDS AND FINANCES – All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.

15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.

16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.

18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

    a. Any amendments to the Master Contract

    b. The Master Contract

    c. An addendum to this Agreement

    d. This Agreement

20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a

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perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.

    a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

    b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.

    c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:

        (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,

        (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

        (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

        (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

        (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

        (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

    d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.

    e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.

    f. The Contractor's Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:
Tanner Hughes
EDB886CDA03D462...

4/3/2025

Tanner Hughes
General Manager

Date

Village of Brule, Nebraska

Signed by:
David Spencer
76EB0CA9788A4DE...

4/29/2025

David Spencer
Village Chairperson

Date

Nebraska State Records Board (NSRB)

Signed by:
Robert B. Evnen
3B837E90FED5466...

4/29/2025

Secretary of State, Robert B Evnen
Chairperson

Date

DS
LE 4/3/2025