

**NEBRASKA  
STATE RECORDS  
BOARD**

**2<sup>ND</sup> FLOOR  
CONFERENCE ROOM**

**1221 N STREET**

**December 12, 2024**

**9:00 A.M.**

The Lincoln Journal Star  
PO Box 81609  
(402) 473-7448

State of New York, County of Orange, ss:

Rebecca Bikul, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Lincoln Journal Star, a legal newspaper printed, published and having a general circulation in the County of Lancaster as that and state of Nebraska, and that the attached printed notice was published in said newspaper and that said newspaper is the legal newspaper under the statute of the State of Nebraska.

The above facts are within my personal knowledge and are further verified by my personal inspection of each notice in each of said issues.

**PUBLICATION DATES:**

Nov. 18, 2024

**NOTICE ID:** 19T9OPLPRBhnlEBfOXc2

**PUBLISHER ID:** COL-NE-1002935

**NOTICE NAME:** NSRB Meeting December 12, 2024

**Publication Fee:** \$20.92

(Signed) Rebecca Bikul

LAUREN A PREDMORE  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PR0000070  
Qualified in Orange County  
Commission Expires February 1, 2027

**VERIFICATION**

State of New York  
County of Orange

Subscribed in my presence and sworn to before me on this: 11/18/2024



Notary Public  
Notarized remotely online using communication technology via Proof.

## Notice of Public Meeting

### NOTICE OF PUBLIC MEETING

Notice is hereby given that the public meeting of the Nebraska State Records Board is scheduled for December 12, 2024, at 9:00 AM, and will be held at the 1221 N St 2 nd Floor Conference Room, Lincoln, NE.

At times, the Board may go into closed session during the meeting as provided by Neb. Rev. Stat. 84-1410.

An agenda, kept continually, shall be available for inspection at the Nebraska State Records Board during regular business hours or at the Board's website at [staterrecordsboard.nebraska.gov](http://staterrecordsboard.nebraska.gov). If auxiliary aids or reasonable accommodations are needed for attendance at the hearing, please call the Nebraska State Records Board's offices at (402) 471-2550. For persons with hearing/speech impairments, please call the Nebraska Relay System at (800) 833-7352 (TDD) or (800) 833-0920 (Voice). Advance notice of at least seven days is needed when requesting an interpreter.  
COL-NE-1002935 11/18 ZNEZ

|  |   |
|--|---|
| <p>ORGANIZATION</p> <p>Nebraska State Records Board</p>  | <p>ACTIVITY</p> <p>Meeting</p>  |
| <p>DATE OF ACTIVITY</p> <p>12/12/2024</p>  | <p>TIME OF ACTIVITY</p> <p>09:00 AM Central</p>   |
| <p>LOCATION</p> <p>1221 N Street 2nd Floor Conference Room</p>   | <p>DETAILS</p> <p>NSRB Quarterly Meeting</p>  |
| <p>MEETING AGENDA</p> <p><a href="https://staterecordsboard.nebraska.gov/">https://staterecordsboard.nebraska.gov/</a></p> | <p>MEETING MATERIALS</p> <p><a href="https://staterecordsboard.nebraska.gov/">https://staterecordsboard.nebraska.gov/</a></p> |
| <p>NAME</p> <p>Libby Elder Executive Director</p>  | <p>EMAIL</p> <p><a href="mailto:libby.elder@nebraska.gov">libby.elder@nebraska.gov</a></p>                                    |
| <p>ADDRESS</p> <p>1221 N Street</p>  | <p>AGENCY WEBSITE</p> <p><a href="https://staterecordsboard.nebraska.gov/">https://staterecordsboard.nebraska.gov/</a></p>    |
| <p>TELEPHONE</p> <p>(402) 471-2745</p>   |   |

# NEBRASKA STATE RECORDS BOARD AGENDA

1221 N Street 2<sup>nd</sup> Floor Conference Room

December 12, 2024, 9:00 A.M.

1. CALL TO ORDER, ROLL CALL
2. ANNOUNCEMENT OF OPEN MEETINGS ACT
3. NOTICE OF MEETING
4. **Action Item:** ADOPTION OF AGENDA
5. APPROVAL OF MINUTES  
**Action Item:** Approval of October 16, 2024, Meeting Minutes
6. APPROVAL OF FINANCIAL REPORT  
**Action Item:** Approval of September 30, 2024, Cash Fund Balance Report
7. PUBLIC COMMENT
8. EXECUTIVE DIRECTOR'S REPORT
  - a) REVIEW OF TEMPLATE AGREEMENTS  
(Signed by Chairperson Evnen pursuant to Board authority)
    1. **Non-Action Item:** EGSLA – City of David City, City of Hooper, City of Imperial, Village of Pleasanton, Village of Shelby, Village of Tobias, Tourism Commission, Washington County
    2. **Non-Action Item:** Citizen Payment Processing – Village of Sterling
    3. **Non-Action Item:** Event Registration – Tourism Commission
    4. **Non-Action Item:** Statement of Work – Department of Agriculture, Board of Examiners Land Surveyors
    5. **Non-Action Item:** Termination – City of Hickman
  - b) REVIEW OF PROJECT STATUS REPORTS
9. NEW BUSINESS
  - a) **Action Item:** Approve Statement of Work Template – PCI-DSS Compliance Scanning
10. NEBRASKA INTERACTIVE, LLC dba TYLER NEBRASKA REPORTS
  - a) **Non-Action Item:** Status of Technical Infrastructure Upgrades, Migrations, and Enhancements
  - b) **Action Item:** Approve Project Priority Report
  - c) **Action Item:** Approve Business Plan
  - d) **Non-Action Item:** General Manager's Report
11. REQUEST FOR PROPOSALS - NETWORK MANAGER (Closed Session)
  - a) **Non-Action Item:** Subcommittee Report
12. DATE FOR NEXT MEETING  
TBD – March 2025  
LOCATION: 1221 N Street, 2<sup>nd</sup> Floor Conference Room
13. ADJOURNMENT



## NEBRASKA STATE RECORDS BOARD

### MINUTES

#### Meeting of October 16, 2024

**Agenda Item 1. CALL TO ORDER, ROLL CALL.** The meeting of the Nebraska State Records Board (“NSRB”) was called to order by Chairperson Robert B. Evnen at 9:00 a.m. on October 16, 2024.

Roll Call was taken. The following NSRB members were present:

Robert Evnen, Secretary of State, State Records Administrator and Chairperson  
Lt. Governor Joe Kelly, representing the Governor  
Lee Will, Director of Administrative Services  
Suzanne Geist, representing the Attorney General  
Mike Foley, Auditor of Public Accounts  
Tom Briese, State Treasurer  
Walter Weir, representing the General Public  
Sean Blocher, representing the Banking Profession  
David Richards, representing the Libraries  
Ryan Maloley, representing the Legal Profession

Absent: Beau Reid, representing the Insurance Industry

Vacant member position: Representative of the Media Profession

Staff in attendance:

Libby Elder, NSRB Executive Director  
Tracy Marshall, NSRB Recording Clerk

**Agenda Item 2. ANNOUNCEMENT OF OPEN MEETINGS ACT.** The Chairperson announced that in accordance with the Nebraska Open Meetings Act, reproducible written materials to be discussed at the open meeting and a copy of the Nebraska Open Meetings Act were located on the table by the entrance.

**Agenda Item 3. NOTICE OF MEETING.** The Chairperson announced that public notice of the meeting was duly published in the Lincoln Journal Star on September 28, 2024, and on the State’s public meeting calendar website. The public notice and proof of publication relating to the meeting would be made a part of the meeting minutes.

**Agenda Item 4. ADOPTION OF AGENDA.** The Chairperson brought the NSRB’s attention to the adoption of the agenda. Mr. Kelly made the motion to approve the agenda. Ms. Geist seconded the motion.

Voting For: Evnen            Geist            Maloley            Briese            Weir  
                 Kelly            Foley            Richards            Blocher

Against:        None

Abstain:        Will

Absent:         Reid

The motion carried.

**Agenda Item 5. APPROVAL OF MINUTES.** The Chairperson asked for a motion to approve the minutes of the August 29, 2024, meeting. Mr. Kelly moved to approve the minutes as presented. Mr. Briese seconded the motion.

Voting For: Evnen            Geist            Maloley            Briese            Weir  
                 Kelly            Foley            Richards            Blocher

Against:        None

Abstain:        Will

Absent:         Reid

The motion carried.

**Agenda Item 6. APPROVAL OF FINANCIAL REPORT.** Ms. Elder provided a summary of the June 30, 2024, Cash Fund Balance Report. Mr. Foley moved to approve the Cash Fund Balance Report. Mr. Richards seconded the motion. There was no further discussion.

Voting For: Evnen            Geist            Will            Briese            Weir  
                 Kelly            Foley            Richards            Blocher            Maloley

Against:        None

Absent:         Reid

The motion carried.

**Agenda Item 7. PUBLIC COMMENT.** The Chairperson asked if anyone wished to provide public comment to the NSRB. No member of the public indicated a desire to provide comment.

**Agenda Item 8. EXECUTIVE DIRECTOR’S REPORT**

**Agenda Item 8.a. Review of Template Agreements.** Ms. Elder provided a list of agreements signed pursuant to NSRB authority, including Electronic Government Service Level Agreements, Statements of Work, and PayPort, Business Payment Processing, and Citizen Payment Processing Addendums.

**Agenda Item 8.b. Review of Project Status Reports.** Ms. Elder presented information on the status of active projects based upon feedback from local and state government partners.

**Agenda Item 9. Audit of Nebraska Interactive, LLC.** Mr. Foley reported that Nebraska Interactive, LLC dba Tyler Nebraska (“Tyler”) provided their independent audit for years ending December 31, 2023, and 2022. Mr. Foley made the motion to accept the audit of Nebraska Interactive, LLC. Mr. Briese seconded the motion.

|             |       |       |          |         |         |
|-------------|-------|-------|----------|---------|---------|
| Voting For: | Evnen | Geist | Will     | Briese  | Weir    |
|             | Kelly | Foley | Richards | Blocher | Maloley |
| Against:    | None  |       |          |         |         |
| Absent:     | Reid  |       |          |         |         |

The motion carried.

*Mr. Kelly left 9:21 a.m. returned 9:23 a.m.*

**Agenda Item 10. NEBRASKA INTERACTIVE, LLC dba TYLER NEBRASKA REPORTS**

**Agenda Item 10.a. Status of Technical Infrastructure Upgrades, Migrations, and Enhancements.** Mr. Sloan provided an update on Tyler’s modernization efforts, including migrations from custom development in Grails to Application Platform, movement from AppEngine to Engagement Builder, and Drupal version upgrades. Mr. Hughes explained that movement to Tyler platforms allows Tyler Nebraska to increase the speed at which agency needs and demands are met. Mr. Sloan added that custom coding requires time consuming maintenance, while Tyler platforms reduce the maintenance workload.

There was discussion of the time commitment required by agencies in modernization projects, as agencies must test prior to launch. Tyler Nebraska is working with agencies on acceptable timelines for project completion.

**Agenda Item 10.b. Approve Project Priority Report.** Ms. Erb discussed projects in progress and projects successfully completed in Quarter 2 of 2024. Ms. Erb highlighted a pesticide applicator license verification project successfully completed for the Department of Agriculture. Mr. Foley made the motion to approve the Project Priority Report. Mr. Weir seconded the motion.

|             |       |       |          |         |         |
|-------------|-------|-------|----------|---------|---------|
| Voting For: | Evnen | Geist | Will     | Briese  | Weir    |
|             | Kelly | Foley | Richards | Blocher | Maloley |

Against: None

Absent: Reid

The motion carried.

**Agenda Item 10.c. General Manager’s Report.** Mr. Hughes addressed (1) opportunity with University connections; (2) what enterprise data and centralization would look like; and (3) how Tyler can bring value to the portal with artificial intelligence (“AI”).

Several state universities use Tyler Technologies, Inc. (“Tyler, Inc.”) services and products. Tyler Nebraska works with the University of Nebraska-Lincoln Computing and Senior Design program and has hired two employees from such program.

Mr. Hughes introduced Franklin Williams, President of the Data and Insights Team with Tyler, Inc. Mr. Williams shared information on the Kansas Department of Revenue’s use of Data and Insights and the ability to use this technology to access and connect data silos to facilitate data driven decision-making.

There was discussion of Tyler’s ability to integrate with existing systems used by government agencies in addition to Tyler, Inc. products and systems. Mr. Williams explained that Tyler, Inc. understands that having an agency change systems could be time consuming and so Tyler, Inc. has developed technology to integrate with existing systems.

Mr. Williams described AI as programming computers to think and reason over information in a manner like humans. There is a lot of information that decision makers cannot access and so decision making often takes place with limited information. Tyler, Inc. reviews opportunities to bring AI to customers in a transformative way, significantly increasing productivity through task automation and reducing data entry. As an example, AI can be used to scan paper documents and complete data entry. The technology can identify instances of lower confidence for review by a human.

The Chairperson inquired how Tyler, Inc. ensures AI technology is accessing accurate data. Mr. Williams indicated that Data and Insights provides source information to avoid hallucinations in AI (where incorrect information is provided). Mr. Hughes shared that parameters can be built to only search certain data sources, for example Nebraska.gov. These guardrails ensure that responses are grounded in real information.

Indiana (In.gov) has a chatbot to assist citizens with Indiana government information. Tyler demonstrated a chatbot or resident assistant, which gathers information from Nebraska.gov and summarizes it for citizens. Tyler, Inc. would like the opportunity to bring the technology to Nebraska.

Mr. Williams indicated that there are three important factors to consider in moving forward with AI technology (1) have well-governed data; (2) enact the right tactical and smart policies; (3) find the opportunities for transformative change through AI.

Mr. Hughes described opportunities currently being reviewed to implement AI tools in Nebraska. These include Augmented Field Operations, which allows inspectors to access all prior inspection details



and related information electronically while on-site; and Document Automation Software, which allows more efficient processing of court documents.

Mr. Weir indicated interest in using funds in the State Records Management Cash Fund for technology that can improve citizen interaction with Nebraska government.

There was discussion regarding the ability to use AI to have one system connect all state data while protecting personally identifiable information and financial information.

**Agenda Item 11. REQUEST FOR PROPOSALS – NETWORK MANAGER DISCUSSION (Closed Session)**

**Agenda Item 11.a. Possible action regarding the Network Manager Contract.** Mr. Maloley made a motion to go into closed session for the limited purpose of discussion of the Request for Proposals for a network manager, and indicated the closed session was necessary for the protection of the public interest. The motion for closed session was seconded by Mr. Weir.

Chairperson Evnen restated the motion to go into closed session.

Voting For: Evnen Geist Will Briese Weir  
Kelly Foley Richards Blocher Maloley

Against: None

Absent: Reid

The motion carried.

The NSRB went into closed session at 10:18 a.m.

At 10:28 a.m. Mr. Maloley moved that the NSRB reconvene in open session having completed discussion of the network manager contract. The motion was seconded by Mr. Richards.

Voting For: Evnen Geist Will Briese Weir  
Kelly Foley Richards Blocher Maloley

Against: None

Absent: Reid

The motion carried.

**Agenda Item 12. DATE FOR NEXT MEETING.** The Chairperson announced the next regular meeting of the NSRB will be in December at the 12<sup>th</sup> and N Street location.

**Agenda Item 13. ADJOURNMENT.** Ms. Geist made a motion to adjourn, which was seconded by Mr. Kelly.

|             |       |       |          |         |         |
|-------------|-------|-------|----------|---------|---------|
| Voting For: | Evnen | Geist | Will     | Briese  | Weir    |
|             | Kelly | Foley | Richards | Blocher | Maloley |

Against: None

Absent: Reid

The motion carried.

The meeting adjourned at 10:33 a.m.

---

Robert B. Evnen  
 Secretary of State  
 State Records Administrator  
 Chairperson, State Records Board

---

Date

**NSRB - CASH FUND BALANCE**  
**State Records Board - Revenues & Expenditures & Transfers**  
**July 1, 2024 through September 30, 2024**  
 With comparative figures for July 1, 2023, through September 30, 2023  
**FY 24-25**

|   | <u>Jul 24</u>         | <u>Prior Year<br/>Jul 23</u> | <u>Aug 24</u>         | <u>Prior Year<br/>Aug 23</u> | <u>Sep 24</u>         | <u>Prior Year<br/>Sep 23</u> | <u>Year to Date<br/>FY 24-25</u> | <u>Year to Date<br/>FY 23-24</u> |
|---|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|----------------------------------|----------------------------------|
| <b>Revenues:</b>                                |                       |                              |                       |                              |                       |                              |                                  |                                  |
| Sale of Subscriber Services                     | \$2,209,285.70        | \$2,135,757.93               | \$1,348,822.61        | \$1,314,789.57               | \$1,330,228.08        | \$1,424,498.69               | \$4,888,336.39                   | \$4,875,046.19                   |
| General Business Fees                           | \$0.00                | \$0.00                       | \$0.00                | \$0.00                       | \$0.00                | \$0.00                       | \$0.00                           | \$0.00                           |
| Driver Records                                  | \$273.00              | \$189.00                     | \$221.00              | (\$9,556.00)                 | \$236.00              | (\$2,261.00)                 | \$730.00                         | (\$11,628.00)                    |
| Investment Income                               | \$33,530.30           | \$10,462.75                  | \$7,258.30            | \$11,501.06                  | \$10,898.16           | \$11,883.06                  | \$51,686.76                      | \$33,846.87                      |
| Penalty Fees                                    | \$0.00                | \$0.00                       | \$0.00                | \$2,000.00                   | \$0.00                | \$0.00                       | \$0.00                           | \$2,000.00                       |
| <b>Total</b>                                    | <b>\$2,243,089.00</b> | <b>\$2,146,409.68</b>        | <b>\$1,356,301.91</b> | <b>\$1,318,734.63</b>        | <b>\$1,341,362.24</b> | <b>\$1,434,120.75</b>        | <b>\$4,940,753.15</b>            | <b>\$4,899,265.06</b>            |
| <b>Expenditures:</b>                            |                       |                              |                       |                              |                       |                              |                                  |                                  |
| State Agency Transfers                          | \$1,851,782.50        | \$1,769,575.66               | \$968,596.38          | \$956,050.01                 | \$959,579.15          | \$1,036,572.16               | \$3,779,958.03                   | \$3,762,197.83                   |
| NIC   | \$220,511.14          | \$228,648.18                 | \$207,208.56          | \$218,264.97                 | \$220,880.67          | \$214,687.30                 | \$648,600.37                     | \$661,600.45                     |
| Grant Payments                                  | \$0.00                | \$0.00                       | \$0.00                | \$0.00                       | \$0.00                | \$0.00                       | \$0.00                           | \$0.00                           |
| Personal Services                               | \$27,265.81           | \$25,685.55                  | \$28,697.94           | \$27,151.19                  | \$26,967.56           | \$25,665.67                  | \$82,931.31                      | \$78,502.41                      |
| Misc. Expense                                   | \$2,841.89            | \$4,129.35                   | \$4,545.50            | \$4,868.63                   | \$2,093.07            | \$2,995.31                   | \$9,480.46                       | \$11,993.29                      |
| SRC Move  | \$0.00                | \$0.00                       | \$0.00                | \$0.00                       | \$0.00                | \$0.00                       | \$0.00                           | \$0.00                           |
| <b>Total</b>                                    | <b>\$2,102,401.34</b> | <b>\$2,028,038.74</b>        | <b>\$1,209,048.38</b> | <b>\$1,206,334.80</b>        | <b>\$1,209,520.45</b> | <b>\$1,279,920.44</b>        | <b>\$4,520,970.17</b>            | <b>\$4,514,293.98</b>            |
| <b>Net Increase (Decrease)</b>                  | <b>\$140,687.66</b>   | <b>\$118,370.94</b>          | <b>\$147,253.53</b>   | <b>\$112,399.83</b>          | <b>\$131,841.79</b>   | <b>\$154,200.31</b>          | <b>\$419,782.98</b>              | <b>\$384,971.08</b>              |
| Transfers Out*                                  | \$0.00                | \$0.00                       | \$0.00                | \$0.00                       | \$0.00                | \$0.00                       | \$0.00                           | \$0.00                           |
| <b>Fund Balance</b>                             | <b>\$4,332,693.14</b> | <b>\$5,799,085.19</b>        | <b>\$4,479,946.67</b> | <b>\$5,911,485.02</b>        | <b>\$4,611,788.46</b> | <b>\$6,065,685.33</b>        | <b>\$4,611,788.46</b>            | <b>\$6,065,685.33</b>            |
| Fund Balance-Local Agency                       | \$590.29              | \$573.72                     | \$591.74              | \$574.92                     | \$593.18              | \$576.21                     | \$593.18                         | \$576.21                         |
| <b>Records Management Cash<br/>Fund Balance</b> | <b>\$4,333,283.43</b> | <b>\$5,799,658.91</b>        | <b>\$4,480,538.41</b> | <b>\$5,912,059.94</b>        | <b>\$4,612,381.64</b> | <b>\$6,066,261.54</b>        | <b>\$4,612,381.64</b>            | <b>\$6,066,261.54</b>            |

\*LB1413 (2024) required \$3,000,000 to be transferred from the Records Management Cash Fund to the General Fund on or before June 30, 2024.

## Summary List Electronic Government Service Level Agreements

Nebraska Interactive LLC submits these signed Electronic Government Service Level Agreements to the Board. The agreements use the approved template, and replace the original Interagency Agreements signed between these agencies and the Nebraska State Records Board. No action necessary.

| <u>New EGSLA</u>      | NSRB Chairman<br><u>Signature</u> |
|-----------------------|-----------------------------------|
| David City, City of   | 10/02/2024                        |
| Hooper, City of       | 09/30/2024                        |
| Imperial, City of     | 10/25/2024                        |
| Pleasanton, City of   | 10/09/2024                        |
| Shelby, City of       | 10/08/2024                        |
| Tobias, Village of    | 10/11/2024                        |
| Tourism Commission    | 10/15/2024                        |
| Washington, County of | 10/02/2024                        |

**Electronic Government Service Level Agreement  
with  
City of David City, 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 City of David City, 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.

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: City of David City, Nebraska,  
Mayor  
490 E. Street  
David City, Nebraska 68632

Phone: 402-367-3135

Email: [tcomte@davidcityne.gov](mailto:tcomte@davidcityne.gov)

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](mailto:ne-general-manager@nicusa.com)

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.

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



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

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

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*  
EBB886CDA09B462...

9/25/2024

Tanner Hughes  
General Manager

Date

**City of David City, Nebraska**

Signed by:  
*Jessica Miller*  
22666D4F279B421...

9/26/2024

Jessica Miller  
Mayor

Date

**Nebraska State Records Board (NSRB)**

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

10/2/2024

Secretary of State, Robert B Evnen  
Chairperson

Date

DS  
*LE*

9/25/2024

**Electronic Government Service Level Agreement  
with  
City of Hooper, 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 City of Hooper, 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.

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: City of Hooper, Nebraska,  
Mayor  
124 North Main Street  
Hooper, Nebraska 68031

Phone: 402-654-3649

Email: [hoopercityclerk@hooper.ne.gov](mailto:hoopercityclerk@hooper.ne.gov)

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](mailto:ne-general-manager@nicusa.com)

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.

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



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

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

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...

9/25/2024

Tanner Hughes  
General Manager

Date

**City of Hooper, Nebraska**

Signed by:  
*Bruce Cate*  
5EC9D94BB3E4459...

9/30/2024

Bruce Cate  
Mayor

Date

**Nebraska State Records Board (NSRB)**

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

9/30/2024

Secretary of State, Robert B Evnen  
Chairperson

Date

DS  
*LE*

9/25/2024

**Electronic Government Service Level Agreement  
with  
City of Imperial, 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 City of Imperial, 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.

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: City of Imperial, Nebraska,  
Mayor  
P.O. Box 637  
Imperial, Nebraska 69033

Phone: 308-882-4368

Email: [clerk@imperial-ne.com](mailto:clerk@imperial-ne.com)

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](mailto:ne-general-manager@nicusa.com)

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.

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



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

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

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.

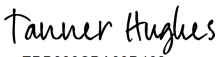
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant 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.

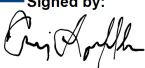
IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
 EDB888CDA03D462...  
 \_\_\_\_\_  
 Tanner Hughes  
 General Manager

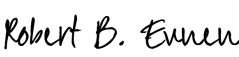
10/23/2024  
 \_\_\_\_\_  
 Date

**City of Imperial, Nebraska**

Signed by:  
  
 0818110181D14F0...  
 \_\_\_\_\_  
 Craig Loeffler  
 Mayor

10/24/2024  
 \_\_\_\_\_  
 Date

**Nebraska State Records Board (NSRB)**

Signed by:  
  
 3B837E90FED5466...  
 \_\_\_\_\_  
 Secretary of State, Robert B Evnen  
 Chairperson

10/25/2024  
 \_\_\_\_\_  
 Date

**Electronic Government Service Level Agreement  
with  
Village of Pleasanton, 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 Pleasanton, 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.

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 Pleasanton, Nebraska,  
Village Chairperson  
202 N. Sycamore  
Pleasanton, Nebraska 68866

Phone: 308-388-2241

Email: [pleasantonvillage@yahoo.com](mailto:pleasantonvillage@yahoo.com)

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](mailto:ne-general-manager@nicusa.com)

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.

#### 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



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

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

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*  
EDB888CDA03D462...

Tanner Hughes  
General Manager

10/3/2024

Date

**Village of Pleasanton, Nebraska**

Signed by:  
*Michael Stubbs*  
3910A1178B1E458...

Michael Stubbs  
Village Chairperson

10/9/2024

Date

**Nebraska State Records Board (NSRB)**

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

Secretary of State, Robert B Evnen  
Chairperson

10/9/2024

Date

DS  
*LE*

9/25/2024

**Electronic Government Service Level Agreement  
with  
Village of Shelby, 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 Shelby, 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.

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 Shelby, Nebraska,  
Village Chairperson  
150 North Walnut Street  
Shelby, Nebraska 68662

Phone: 402-527-5198

Email: [cc04550@windstream.net](mailto:cc04550@windstream.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](mailto:ne-general-manager@nicusa.com)

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.

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



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

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

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:  
  
EDB388CDA03D462...

10/3/2024

Tanner Hughes  
General Manager

Date

**Village of Shelby Nebraska**

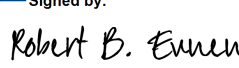
Signed by:  
  
66FEBFC59F0944A...

10/4/2024

Jeff Willis.  
Village Chairperson

Date

**Nebraska State Records Board (NSRB)**

Signed by:  
  
3B337E90FED5400...

10/8/2024

Secretary of State, Robert B Evnen  
Chairperson

Date



**Electronic Government Service Level Agreement  
with  
Village of Tobias, 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 Tobias, 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.

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 Tobias, Nebraska,  
Village Chairperson  
P.O. Box 94  
Tobias, Nebraska 68453  
Phone: 785-456-4791  
Email: [villageoftobias@gmail.com](mailto:villageoftobias@gmail.com)

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](mailto:ne-general-manager@nicusa.com)

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.

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



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

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

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...

10/3/2024

Tanner Hughes  
General Manager

Date

**Village of Tobias, Nebraska**

Signed by:  
*Gary Dick*  
643FC0E7C62441B...

10/8/2024

Gary Dick  
Village Chairperson

Date

**Nebraska State Records Board (NSRB)**

Signed by:  
*Robert B. Evnen*  
3B837E00FED5466...

10/11/2024

Secretary of State, Robert B Evnen  
Chairperson

Date

DS  
*LE*

9/25/2024

**Electronic Government Service Level Agreement  
with  
Nebraska Tourism Commission**

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 Nebraska Tourism Commission, 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.

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: Nebraska Tourism Commission,  
Executive Director  
301 Centennial Mall South  
Lincoln, Nebraska 68509

Phone: 402-471-3796

Email: [tourism@VisitNebraska.org](mailto:tourism@VisitNebraska.org)

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](mailto:ne-general-manager@nicusa.com)

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.

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



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

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

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*  
EBB886CDA09B462...

10/7/2024

Tanner Hughes  
General Manager

Date

**Nebraska Tourism Commission**

DocuSigned by:  
*John Ricks*  
844DB889D23A3412...

10/15/2024

John Ricks  
Executive Director

Date

**Nebraska State Records Board (NSRB)**

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

10/15/2024

Secretary of State, Robert B Evnen  
Chairperson

Date

DS  
*LE*

10/3/2024

**Electronic Government Service Level Agreement  
with  
Washington County, 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 Washington County, 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.

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://nityc.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: Washington County, Nebraska,  
Board Chairperson  
1555 Colfax Street  
Blair, Nebraska 68008

Phone: (402) 426-6822

Email: [clerk@washingtoncountyne.gov](mailto:clerk@washingtoncountyne.gov)

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](mailto:ne-general-manager@nicusa.com)

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.

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



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

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

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.

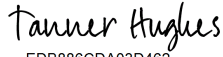
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant 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**

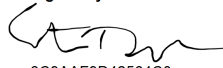
DocuSigned by:  
  
EDB886CDA03D462...

8/13/2024

Tanner Hughes  
General Manager

Date

**Washington County, Nebraska**

Signed by:  
  
3C9AAF9D42564C0...

9/24/2024

Steve Dethlefs  
Board Chairperson

Date

**Nebraska State Records Board (NSRB)**

Signed by:  
  
3B837E00FED5466...

10/2/2024

Secretary of State, Robert B Evnen  
Chairperson

Date

DS  


8/13/2024

**Addendum Two to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Village of Sterling, Nebraska, and the  
Nebraska State Records Board**

This Addendum Two to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the "Contractor"), the Nebraska State Records Board ("NSRB"), and Village of Sterling, Nebraska ("Partner"), sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal services. This Addendum provides the authority to assess and collect the fees described herein.

**Project:** Citizen Payment Processing for Village of Sterling, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2024

| Service  | Village of Sterling, Nebraska Fee              | Contractor Portal Fee | NSRB Share        |
|--|--|-----------------------|-------------------|
| <b>Citizen Payment Processing Electronic Check</b> | Full statutory/assessed fee charged by Partner | \$ 1.75               | 20% of Portal Fee |
| <b>Citizen Payment Processing Credit Card</b>      | Full statutory/assessed fee charged by Partner | \$1.75 + 2.49%        | 20% of Portal Fee |
| <b>Citizen Payment Processing PIN Debit</b>        | Full statutory/assessed fee charged by Partner | \$2.95                | 20% of Portal Fee |

**Payment Processing:** The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Contractor-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Not applicable

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](https://nebraska.gov/securitypolicy.html)

DocuSigned by:  
By: Tanner Hughes  
EDB888CDA03D462...

Date: 9/25/2024

General Manager – Tanner Hughes  
Nebraska Interactive, LLC dba NIC Nebraska

Signed by:  
By: [Signature]  
07092D068BC14A1...

Date: 10/3/2024

Village Chairperson - John Keizer  
Village of Sterling, Nebraska

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

Date: 10/8/2024

Chairman – Secretary of State Robert B. Evnen  
Nebraska State Records Board

**Revised Addendum Two to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Nebraska Tourism Commission, and the  
Nebraska State Records Board**

This Revised Addendum Two to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the "Contractor"), the Nebraska State Records Board ("NSRB"), and Nebraska Tourism Commission("Partner"), sets forth certain services the Contractor will provide (operated under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal services. This addendum provides the authority to assess and collect the fees described herein.

**Project:** Event Registration

**Revenue Type:** Instant Access

**Implementation:** 2024

| Service                             | Nebraska Tourism Commission Fee                | Contractor Portal Fee | NSRB Share        |
|-------------------------------------|--|-----------------------|-------------------|
| Event Registration Electronic Check | Full statutory/assessed fee charged by Partner | 10.00 %               | 20% of Portal Fee |
| Event Registration Credit Card      | Full statutory/assessed fee charged by Partner | 10.00 %               | 20% of Portal Fee |
| Event Registration PIN Debit        | Full statutory/assessed fee charged by Partner | 10.00 %               | 20% of Portal Fee |

**Payment Processing:** The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Contractor-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Not applicable

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

DocuSigned by:  
By: Tanner Hughes  
EDB886CDA03D462...

Date: 10/7/2024

General Manager – Tanner Hughes

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:  
By: John Ricks  
844DB89D23A3412...

Date: 10/15/2024

Executive Director - John Ricks

Nebraska Tourism Commission

Signed by:  
By: Robert B. Evnen  
3BB37E90FED5466...

Date: 10/15/2024

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS  
LE 10/3/2024



**Tyler Technologies, Nebraska**

1135 M Street Suite# 220

Lincoln, NE 68508

P: 402-471-7810

---

## **PiD1231 - NDA Commodity Reporting Bulk Email Enhancement**

### **Nebraska Department of Agriculture**

Contractor: Nebraska Interactive, LLC dba NIC Nebraska

Product Owner: Natalie Erb

Date: 8/21/2024

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC dba NIC Nebraska, dba Tyler Nebraska ("the Contractor") and is subordinate to and subject to all terms and conditions therein.



**Tyler Technologies, Nebraska**

1135 M Street Suite# 220

Lincoln, NE 68508

P: 402-471-7810

## **1. Introduction**

The Nebraska Department of Agriculture (“NDA” or “Partner”) is tasked with overseeing the collection and reporting of agriculture commodity data, as well as managing associated payments. Currently, the Contractor administers the Commodity Reporting and Payment System (“System”). To improve efficiency and enhance communication with commodity producers, the NDA seeks to implement a system-based bulk email functionality to streamline outreach efforts and facilitate more effective communication.

### **Executive Contact**

Director, Sherry Vinton

**Email:** [sherry.vinton@nebraska.gov](mailto:sherry.vinton@nebraska.gov)

**Phone:** 402-471-2341

### **Project Contact**

I.T. Director, Julie Kortus

**Email:** [julie.kortus@nebraska.gov](mailto:julie.kortus@nebraska.gov)

**Phone:** 402-219-1201

### **Billing Contact**

Budget & Finance Administrator, Ashley Dempsey

**Email:** [ashley.dempsey@nebraska.gov](mailto:ashley.dempsey@nebraska.gov)

**Phone:** 402-429-2487

## **2. Project Overview**

### **2.1 Objectives**

The Contractor will enhance the existing Commodity Reporting and Payment System by integrating System-generated bulk email administrative functionality. This new feature will include email templates and allow for the transmission of email communications to designated recipient groups, thereby improving efficiency and communication flow between NDA administrators and customers.

### **2.2 Scope**

#### **2.2.1 Inclusions**

2.2.1.1 Contractor will develop and implement functionality within the current System for creating, editing, and storing email templates. Each template will feature a placeholder for the identifying Firm ID and provide the Partner with the capability to customize the email content.

2.2.1.1.1 Once a template is edited the new template will be stored so Partner may utilize it for additional jobs the template is assigned to.





2.2.1.2 Contractor will develop a dynamic object within the System to select data element(s) in the System and compare it to a desired value (equals, not equals, greater than, less than) search feature that generates distinct lists based on the specified search criteria. These lists will identify customers and enable the Partner to target them with emails that meet the specific criteria.

2.2.1.3 Once the list is created based on the specified search criteria, the administrative user will select from available email templates.

2.2.1.4 Once the template is selected, the administrative user will be able to select the send options for the selected email template. The send options will include the following:

2.2.1.4.1 Send now button

2.2.1.4.2 Schedule Monthly button

2.2.1.4.2.1 Date Picker will display to select date to begin the send. The job will be set in perpetuity on the day selected.

2.2.1.4.3 Schedule Yearly button

2.2.1.4.3.1 Date Picker will display to select date to begin the send. The job will be set in perpetuity on the yearly date selected.

2.2.1.5 In the administrative interface, show a list of scheduled email jobs for the application.

2.2.1.6 In the administrative interface, allow user to delete a scheduled email job.

## 2.2.2 Exclusions

2.2.2.1 Users will be unable to edit jobs once submitted.

2.2.2.2 Users will be unable to undo Send Now emails. Once the emails are sent using the Send Now function there is no way to undo this action.

## 2.3 Terminology

When used herein, capitalized words shall have the respective meanings set forth below:

2.3.1 **Must** – The function or referenced object has to meet the desired outcome outlined in this project.

2.3.2 **Should** – The desired function or referenced object may create a favorable environment if achieved but is not required; or, an opinion based on the assumptions made by the creator of the function or referenced object.

2.3.3 **Credentials** – The required security information to access the application.

2.3.4 **User** – Any member of the general public.

2.3.5 **Data Store** – An organized collection of information.

2.3.6 **Published** – Information sent directly to a Web site viewable to the general public.



2.3.7 **Administrator**- staff member of Contractor.

## 2.4 **Assumptions**

2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes.

2.4.2 All Partner key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.

2.4.3 Partner will provide the Contractor with the requirements.

2.4.4 Partner will provide the Contractor with content; language and text.

2.4.5 Partner will provide customer support for business-related questions during normal business hours.

2.4.6 Partner will provide assistance with testing for business requirements.

2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.

2.4.8 The Contractor will communicate remaining steps to finish the project with the Partner in regular project status reports sent via email to key stakeholders.

2.4.9 The Contractor and Partner must agree on a scheduled launch date.

2.4.10 The Contractor will deliver the following:

2.4.10.1 Education on latest web protocol items, such as accessibility compliance and web usability standards.

2.4.10.2 Marketing assistance for Partner services.

2.4.10.3 Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment.

2.4.10.4 24 hours a day, 7 days a week technical support.

2.4.10.5 Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support.

2.4.10.6 Access request to the System for this application will need to be submitted to the Contractor. Any changes to User access to this System must be communicated to the Contractor.

2.4.11 At any time during the project process, the Contractor or Partner has the authority to terminate or suspend the project if a commitment to mutually agreed upon timelines is not being honored.

2.4.12 This Statement of Work is an overall project hour estimate.



## **2.5 Constraints**

- 2.5.1 All personal and financial information will be appropriately protected according to industry security standards.
- 2.5.2 Partner workload
- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

## **2.6 Milestones**

- 2.6.1 Planning
- 2.6.2 Development
- 2.6.3 Internal Quality Assurance Testing
- 2.6.4 Partner User Acceptance Testing ("UAT") Testing
- 2.6.5 Deployment

## **3 Requirements**

This SOW constitutes all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards. After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the "Project Team" will be responsible for executing the testing plan in accordance with these requirements.

Any omission or change in requirements after execution of this SOW has occurred must be reviewed and approved by the project team and could cause delays in the project timeline.

## **4 Terms and Conditions**

The Partner and the Contractor agree to the following terms and conditions:

### **4.1 Confidentiality**

All materials and information provided by the Partner to the Contractor 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 and 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. The Contractor shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the Contractor's control.



**Tyler Technologies, Nebraska**

1135 M Street Suite# 220

Lincoln, NE 68508

P: 402-471-7810

## 4.2 SOW Representatives and Notices

All matters relating to this SOW shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this SOW.

Mailing address: Nebraska Department of Agriculture  
Director  
245 Fallbrook Blvd suite 200  
Lincoln, NE 68521  
Email: [julie.kortus@nebraska.gov](mailto:julie.kortus@nebraska.gov)  
Phone: 402-471-2341

Mailing Address: General Manager/Contractor  
1135 M Street, Suite 220  
Lincoln, NE 68508  
Phone: 402-471-7810  
Fax: 402-471-7817  
Email: [ne-support@tylertech.com](mailto:ne-support@tylertech.com)

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

## 4.3 Termination of SOW

4.3.1 Either Partner or Contractor shall have the right to terminate this SOW for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this SOW, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the SOW or any addendum hereto. A reasonable period of not less than thirty (30) days shall be given to cure, unless as otherwise agreed to by the parties. For purposes of this SOW, the phrase "for cause" shall mean any material breach by any party to this SOW of the terms or conditions of this SOW.

4.3.2 Either the Partner or Contractor may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.



#### **4.4 Term of SOW**

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

#### **4.5 Relationship of Parties**

Notwithstanding any other provisions contained herein, it is expressly agreed that Contractor is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

#### **4.6 Changes, Modifications or Amendments**

This SOW may be changed, modified or amended at any time by an instrument in writing signed by the Contractor, NSRB, and the Partner.

#### **4.7 Entire Agreement**

This SOW constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

#### **4.8 Governing Law**

This SOW shall be governed in all respects by the laws and statutes of the State of Nebraska.

#### **4.9 Severability**

If any term or condition of the SOW is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the SOW did not contain the particular provision held to be invalid.

#### **4.10 Order of Precedence**

In the event of an inconsistency between the documents of this SOW, 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 amendment to this SOW; or,
- d. This SOW



**Tyler Technologies, Nebraska**  
 1135 M Street Suite# 220  
 Lincoln, NE 68508  
 P: 402-471-7810

## 5 Invoicing and Payment

| Project/Project Type  | Hour Estimate | Rate   | Cost Estimate                   |
|---|---------------|--|---------------------------------|
| PiD1231 - NDA Commodity Reporting Bulk Email Enhancement (Details in section 2.2.1) | 184 hours     | \$110.00/hour ( <i>Initial Contract Period</i> ) | \$20,240.00 <i>One-time fee</i> |
| Annual Maintenance (Does not include Content Management Requests)                   | N/A           | N/A  | N/A                             |

**5.1** The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.6 of the Master Contract.

**5.2** Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. The Contractor shall submit invoices for payment to the Partner with sufficient detail to support payment, in accordance with Section I.EE. of the Master Contract. The Partner shall pay invoices within 45 days, and otherwise in accordance with Section I.DD of the Master Contract.

[ Remainder of page left blank]



Tyler Technologies, Nebraska

1135 M Street Suite# 220

Lincoln, NE 68508

P: 402-471-7810

## 6 Signatures

Approval of the SOW indicates an understanding of the purpose and content described in this SOW. By signing this SOW, each individual agrees work should be initiated on this project and necessary resources should be committed as described herein.

### Nebraska Interactive, LLC. dba NIC Nebraska, dba Tyler Nebraska

DocuSigned by:  
*Tanner Hughes*  
EDB886CDA03D462...

9/25/2024

Tanner Hughes, General Manager

Date

### Nebraska Department of Agriculture (NDA)

Signed by:  
*Sherry Vinton*  
EAD231F438404D8...

9/26/2024

Sherry Vinton, Director

Date

### Nebraska State Records Board (NSRB)

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

10/4/2024

Secretary of State Robert Evnen, Chairperson

Date

DS  
*LE* 9/25/2024



**Tyler Technologies, Nebraska**

1135 M Street Suite# 220

Lincoln, NE 68508

P: 402-471-7810

---

## **PiD1251 – NBELS 2024 Renewal Enhancements**

### **Nebraska Board of Examiners for Land Surveyors**

Contractor: Nebraska Interactive, LLC dba NIC Nebraska

Product Owner: Jay Sloan

Date: 10/1/2024

This Statement of Work (“SOW”) is issued pursuant to the State of Nebraska Contract between the Nebraska State Records Board (“NSRB”) and Nebraska Interactive, LLC dba NIC Nebraska, dba Tyler Nebraska (“the Contractor”) and is subordinate to and subject to all terms and conditions therein.





**Tyler Technologies, Nebraska**

1135 M Street Suite# 220

Lincoln, NE 68508

P: 402-471-7810

## **1. Introduction**

The Nebraska Board of Examiners for Land Surveyors (“NBELS” or “Partner”) is responsible for enforcing and administering the laws governing the regulation of land surveying through licensure in the State of Nebraska. Since 2022, the Partner has utilized a Tyler Technologies product to manage the annual license renewal process. The Partner is requesting that the Contractor implement specific enhancements and statutory changes required to ensure compliance with updated legislative requirements.

### **Executive Contact**

Chairperson, Virlyn Bolte

**Email:** [nbels.board@nebraska.gov](mailto:nbels.board@nebraska.gov)

**Phone:** 402-471-2566

### **Project/ Billing Contact**

Ex Officio Secretary, Casey Sherlock

**Email:** [casey.sherlock@nebraska.gov](mailto:casey.sherlock@nebraska.gov)

**Phone:** 402-471-2566

## **2. Project Overview**

### **2.1 Objectives**

The Contractor will enhance the existing Professional Land Surveyor Online Registration and Renewal System (“System”) to incorporate the requested improvements and implement the statutorily mandated changes to ensure compliance with current regulatory requirements.

### **2.2 Scope**

#### **2.2.1 Inclusions**

2.2.1.1 The Contractor will replace all instances of the term "registration" with "license" and ensure that "Land Surveyors" are consistently referred to as "Professional Land Surveyors" throughout the entire System.

2.2.1.2 The Contractor will create an additional submission status labeled “Pending” to accurately reflect submissions that are in progress but not yet finalized.

2.2.1.3 The Contractor will revise the payment type to "instant capture," replacing the current authorize/capture method.

2.2.1.4 The Contractor will develop a newly formatted CSV file to enable efficient data exports, ensuring compatibility with existing systems and ease of use.



## 2.3 Terminology

When used herein, capitalized words shall have the respective meanings set forth below:

2.3.1 **Must** – The function or referenced object has to meet the desired outcome outlined in this project.

2.3.2 **Should** – The desired function or referenced object may create a favorable environment if achieved but is not required; or, an opinion based on the assumptions made by the creator of the function or referenced object.

2.3.3 **Credentials** – The required security information to access the application.

2.3.4 **User** – Any member of the general public.

2.3.5 **Data Store** – An organized collection of information.

2.3.6 **Published** – Information sent directly to a Web site viewable to the general public.

2.3.7 **Administrator**- staff member of Contractor.

## 2.4 Assumptions

2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes.

2.4.2 All Partner key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.

2.4.3 Partner will provide the Contractor with the requirements.

2.4.4 Partner will provide the Contractor with content: language and text.

2.4.5 Partner will provide customer support for business-related questions during normal business hours.

2.4.6 Partner will provide assistance with testing for business requirements.

2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.

2.4.8 The Contractor will communicate remaining steps to finish the project with the Partner in regular project status reports sent via email to key stakeholders.

2.4.9 The Contractor and Partner must agree on a scheduled launch date.

2.4.10 The Contractor will deliver the following:

2.4.10.1 Education on latest web protocol items, such as accessibility compliance and web usability standards.

2.4.10.2 Marketing assistance for Partner services.

2.4.10.3 Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment.



2.4.10.4 24 hours a day, 7 days a week technical support.

2.4.10.5 Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support.

2.4.10.6 Access request to the System for this application will need to be submitted to the Contractor. Any changes to User access to this System must be communicated to the Contractor.

2.4.11 At any time during the project process, the Contractor or Partner has the authority to terminate or suspend the project if a commitment to mutually agreed upon timelines is not being honored.

2.4.12 This Statement of Work is an overall project hour estimate.

## **2.5 Constraints**

2.5.1 All personal and financial information will be appropriately protected according to industry security standards.

2.5.2 Partner workload

2.5.3 Change(s) in staff

2.5.4 Change(s) in project scope

2.5.5 The Contractor availability

## **2.6 Milestones**

2.6.1 Planning

2.6.2 Development

2.6.3 Internal Quality Assurance Testing

2.6.4 Partner User Acceptance Testing ("UAT") Testing

2.6.5 Deployment

## **3 Requirements**

This SOW constitutes all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards. After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the "Project Team" will be responsible for executing the testing plan in accordance with these requirements.

Any omission or change in requirements after execution of this SOW has occurred must be reviewed and approved by the project team and could cause delays in the project timeline.



## **4 Terms and Conditions**

The Partner and the Contractor agree to the following terms and conditions:

### **4.1 Confidentiality**

All materials and information provided by the Partner to the Contractor 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 and 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. The Contractor shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the Contractor's control.

### **4.2 SOW Representatives and Notices**

All matters relating to this SOW shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this SOW.

Mailing address: The Nebraska Board of Examiners for Land Surveyors  
Chairperson  
555 North Cotner Blvd. - Lower Level  
Lincoln, NE 68505

Email: [nbels.board@nebraska.gov](mailto:nbels.board@nebraska.gov)

Phone: 402-471-2566

Mailing Address: General Manager/Contractor  
1135 M Street, Suite 220  
Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: [ne-support@tylertech.com](mailto:ne-support@tylertech.com)

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

### **4.3 Termination of SOW**

4.3.1 Either Partner or Contractor shall have the right to terminate this SOW for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice



shall specify the “for cause” reason, including citation to any specific provision of this SOW, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the SOW or any addendum hereto. A reasonable period of not less than thirty (30) days shall be given to cure, unless as otherwise agreed to by the parties. For purposes of this SOW, the phrase “for cause” shall mean any material breach by any party to this SOW of the terms or conditions of this SOW.

4.3.2 Either the Partner or Contractor may terminate this SOW for convenience by giving 30 days’ prior written notice to the other party.

#### **4.4 Term of SOW**

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

#### **4.5 Relationship of Parties**

Notwithstanding any other provisions contained herein, it is expressly agreed that Contractor is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

#### **4.6 Changes, Modifications or Amendments**

This SOW may be changed, modified or amended at any time by an instrument in writing signed by the Contractor, NSRB, and the Partner.

#### **4.7 Entire Agreement**

This SOW constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

#### **4.8 Governing Law**

This SOW shall be governed in all respects by the laws and statutes of the State of Nebraska.

#### **4.9 Severability**

If any term or condition of the SOW is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the SOW did not contain the particular provision held to be invalid.



**Tyler Technologies, Nebraska**  
 1135 M Street Suite# 220  
 Lincoln, NE 68508  
 P: 402-471-7810

**4.10 Order of Precedence**

In the event of an inconsistency between the documents of this SOW, 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 amendment to this SOW; or,
- d. This SOW

**5 Invoicing and Payment**

| Project/Project Type  | Hour Estimate | Rate   | Cost Estimate                  |
|---|---------------|--|--------------------------------|
| PiD1251 – NBELS 2024 Renewal Enhancements                         | 36 hours      | \$110.00/hour ( <i>Initial Contract Period</i> ) | \$3,960.00 <i>One-time fee</i> |
| Annual Maintenance (Does not include Content Management Requests) | N/A           | N/A  | N/A                            |

**5.1** The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.6 of the Master Contract.

**5.2** Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. The Contractor shall submit invoices for payment to the Partner with sufficient detail to support payment, in accordance with Section I.EE. of the Master Contract. The Partner shall pay invoices within 45 days, and otherwise in accordance with Section I.DD of the Master Contract.

[ Remainder of page left blank]



Tyler Technologies, Nebraska

1135 M Street Suite# 220

Lincoln, NE 68508

P: 402-471-7810

## 6 Signatures

Approval of the SOW indicates an understanding of the purpose and content described in this SOW. By signing this SOW, each individual agrees work should be initiated on this project and necessary resources should be committed as described herein.

### Nebraska Interactive, LLC. dba NIC Nebraska, dba Tyler Nebraska

DocuSigned by:  
*Tanner Hughes*  
EDB888CDA03D402...  
Tanner Hughes, General Manager

10/3/2024  
Date

### The Nebraska Board of Examiners for Land Surveyors

Signed by:  
*Virlyn Bolte*  
38E9D7F91547495...  
Virlyn Bolte, Chairperson

10/4/2024  
Date

### Nebraska State Records Board (NSRB)

Signed by:  
*Robert B. Evnen*  
3B837E90FED5466...  
Secretary of State Robert Evnen, Chairperson

10/8/2024  
Date

<sup>DS</sup>  
*LE* 10/3/2024

**Termination Agreement  
Between  
Nebraska Interactive, LLC dba NIC Nebraska,  
City of Hickman, Nebraska, and the  
Nebraska State Records Board**

This Termination Agreement (“Agreement”) is made by Nebraska Interactive, LLC dba NIC Nebraska (“Contractor”), the Nebraska State Records Board (“NSRB”), and the City of Hickman, Nebraska (“Partner”), and sets forth the mutual agreement to terminate certain agreements, and services covered by such agreements, which the Contractor provides to Partner.

**RECITALS:**

- A. The State of Nebraska (“State”) contract between the NSRB and the Contractor, effective April 1, 2019, concerns the operation and management of the State’s online information portal (“Master Contract”).
- B. Pursuant to the authority of the Master Contract, the Contractor, NSRB and Partner previously entered into the following agreement:
  - Addendum One, dated September 27, 2017 (“Addendum One”) regarding the City of Hickman, Nebraska, PayPort Service.
  - Addendum Two, dated March 18, 2019 (“Addendum Two”) regarding the City of Hickman, Nebraska, Utility Payments.
- C. The Contractor, NSRB, and Partner mutually agree to terminate certain agreements, and the services covered by such agreements, as further specified in this Agreement.

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

- 1. Addendum One and Addendum Two and services covered by such Addendum One and Two, are hereby terminated, effective September 18, 2024 (“Effective Date”).
- 2. The parties agree that their respective rights and obligations are terminated for each party’s mutual convenience on the Effective Date with respect to the portions of agreements and portions of services identified for termination by the parties under this Agreement. Any agreements, or portions of agreements, between the Contractor, NSRB, and Partner which are not identified in this Agreement for termination continue in full force and effect.
- 3. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Nebraska.




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

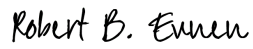
**Nebraska Interactive, LLC (Contractor)**

DocuSigned by:  
 9/24/2024  
EDB886CDA03D462...  
 \_\_\_\_\_  
 Tanner Hughes Date  
 General Manager

**City of Hickman, Nebraska (Partner)**

Signed by:  
 10/10/2024  
92AE131C2F5E457...  
 \_\_\_\_\_  
 Phil Goering Date  
 Mayor

**Nebraska State Record Board (NSRB)**

Signed by:  
 10/10/2024  
3B837E90FED5486...  
 \_\_\_\_\_  
 Secretary of State, Robert B. Evnen Date  
 Chairperson

**PROJECT STATUS REVIEW  
COUNTY Q3 2024  
December 12, 2024**

| <u>Agency or Entity</u>  | <u>Project Name</u>                          | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|--|--|-------------------|-----------------------------|------------------------|
| <b>Bellevue City</b>   | <b>City Permits and Inspections CCP Only</b> | 11/12/2024        | 12/2024                     | Tier 2                 |
| 1. Describe the project?   |  |                   |                             |                        |
| 2. What is the status of the project   |  |                   |                             |                        |
| 3. Was there any delay? If so, why?  |  |                   |                             |                        |
| 4. Will it be launched within the next 90 days?  |  |                   |                             |                        |
| <a href="mailto:Theresa.Martin@bellevue.net">Theresa.Martin@bellevue.net</a><br>Called:<br>Emailed:<br>Response: |  |                   |                             |                        |

| <b><u>Agency or Entity</u></b>   | <b><u>Project Name</u></b>   | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|--|--|--------------------------|------------------------------------|-------------------------------|
| <b>Colon Village</b>   | <b>NLCC Renewal Local Set Up</b>   | 08/23/2024               | 10/2024                            | Tier 3                        |
| 1. Describe the project?   | ACH Deposit Set-up, to have Liquor License renewal fees paid to the State deposited to the appropriate local government.   |                          |                                    |                               |
| 2. What is the status of the project   | Completed the Set-up and received the ACH deposit fees.  |                          |                                    |                               |
| 3. Was there any delay? If so, why?  | The only delay we had was not on the part of Tyler Technologies. I was not receiving the email and link from the Liquor Commission to confirm the fees paid by the licensee were deposited into the Village's account. The Liquor Commission had our email entered into the system incorrectly and once that was discovered and corrected, everything worked as it should. |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?  |  |                          |                                    |                               |
| <a href="mailto:Villageofcolon@yahoo.com">Villageofcolon@yahoo.com</a><br>Called:<br>Emailed: 11/14/2024<br>Response: 11/20/2024 |  |                          |                                    |                               |

| <u>Agency or Entity</u>  | <u>Project Name</u>              | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|--|----------------------------------|-------------------|-----------------------------|------------------------|
| David City   | NLCC Renewal Local Set Up        | 08/23/2024        | 10/2024                     | Tier 3                 |
| 1. Describe the project?   | Liquor License Renewal           |                   |                             |                        |
| 2. What is the status of the project   | Finished                         |                   |                             |                        |
| 3. Was there any delay? If so, why?  |                                  |                   |                             |                        |
| 4. Will it be launched within the next 90 days?  | It was launched.                 |                   |                             |                        |
| <a href="mailto:Tcomte@davidcityne.gov">Tcomte@davidcityne.gov</a><br>Called:<br>Emailed: 11/14/2024<br>Response: 11/14/2024 | <i>Note: Completed 10/7/2024</i> |                   |                             |                        |

| <u>Agency or Entity</u>  | <u>Project Name</u>  | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|--|--|-------------------|-----------------------------|------------------------|
| Harvard City   | NLCC Renewal Local Set Up  | 11/06/2024        | 11/2024                     | Tier 3                 |
| 1. Describe the project?   | Tyler Technology provides us with debit/credit card payments through PayPort for our customers. I just got informed today that the PayPort is now authorized to take payments for the Liquor Licenses here in Harvard. |                   |                             |                        |
| 2. What is the status of the project   | It is active.  |                   |                             |                        |
| 3. Was there any delay? If so, why?  | There was no delay   |                   |                             |                        |
| 4. Will it be launched within the next 90 days?  | It is already launched.  |                   |                             |                        |
| <a href="mailto:clerk@harvardnebraska.com">clerk@harvardnebraska.com</a><br>Called:<br>Emailed: 11/14/2024<br>Response: 11/14/2024 |  |                   |                             |                        |

| <u>Agency or Entity</u>   | <u>Project Name</u>              | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|---|----------------------------------|-------------------|-----------------------------|------------------------|
| Hooper City   | NLCC Renewal Local Set Up        | 08/26/2024        | 10/2024                     | Tier 3                 |
| 1. Describe the project?  |                                  |                   |                             |                        |
| 2. What is the status of the project  |                                  |                   |                             |                        |
| 3. Was there any delay? If so, why?   |                                  |                   |                             |                        |
| 4. Will it be launched within the next 90 days?   |                                  |                   |                             |                        |
| <a href="mailto:hoopercityclerk@hooper.ne.gov">hoopercityclerk@hooper.ne.gov</a><br>Called:<br>Emailed: 11/14/2024<br>Response: | <i>Note: Completed 10/7/2024</i> |                   |                             |                        |

| <u>Agency or Entity</u>   | <u>Project Name</u>              | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|---|----------------------------------|-------------------|-----------------------------|------------------------|
| Imperial City   | NLCC Renewal Local Set Up        | 09/23/2024        | 11/2024                     | Tier 3                 |
| 1. Describe the project?  |                                  |                   |                             |                        |
| 2. What is the status of the project  |                                  |                   |                             |                        |
| 3. Was there any delay? If so, why?   |                                  |                   |                             |                        |
| 4. Will it be launched within the next 90 days?   |                                  |                   |                             |                        |
| <a href="mailto:Clerk@imperial-ne.com">Clerk@imperial-ne.com</a><br>Called:<br>Emailed: 11/14/2024<br>Response: | <i>Note: Completed 11/4/2024</i> |                   |                             |                        |

| <u>Agency or Entity</u>   | <u>Project Name</u>               | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|---|-----------------------------------|-------------------|-----------------------------|------------------------|
| <b>Pleasanton Village</b>   | <b>NLCC Renewal Local Set Up</b>  | 09/25/2024        | 10/2024                     | Tier 3                 |
| 1. Describe the project?  |                                   |                   |                             |                        |
| 2. What is the status of the project  |                                   |                   |                             |                        |
| 3. Was there any delay? If so, why?   |                                   |                   |                             |                        |
| 4. Will it be launched within the next 90 days?   |                                   |                   |                             |                        |
| <a href="mailto:pleasantonvillage@yahoo.com">pleasantonvillage@yahoo.com</a><br>Called:<br>Emailed: 11/14/2024<br>Response: | <i>Note: Completed 10/15/2024</i> |                   |                             |                        |



| <u>Agency or Entity</u>   | <u>Project Name</u>              | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|---|----------------------------------|-------------------|-----------------------------|------------------------|
| Red Willow County   | Health Department PayPort        | 09/17/2024        | 10/2024                     | Tier 3                 |
| 1. Describe the project?  |                                  |                   |                             |                        |
| 2. What is the status of the project  |                                  |                   |                             |                        |
| 3. Was there any delay? If so, why?   |                                  |                   |                             |                        |
| 4. Will it be launched within the next 90 days?   |                                  |                   |                             |                        |
| <a href="mailto:rwchddirector@redwillowcountyne.gov">rwchddirector@redwillowcountyne.gov</a><br>Called:<br>Emailed: 11/14/2024<br>Response: | <i>Note: Completed 10/3/2024</i> |                   |                             |                        |

| <u>Agency or Entity</u>  | <u>Project Name</u>   | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|--|---|-------------------|-----------------------------|------------------------|
| <b>Shelby Village</b>  | <b>NLCC Renewal Local Set Up</b>  | 08/26/2024        | 10/2024                     | Tier 3                 |
| 1. Describe the project?   | Renewal of local Liquor Licenses.   |                   |                             |                        |
| 2. What is the status of the project   | Completed on the last day to renewal  |                   |                             |                        |
| 3. Was there any delay? If so, why?  | Yes, we had to wait for Tyler Technologies to remit payment which was 7-10 days so if businesses paid later part of October, it was frustrating waiting to receive payment and complete transaction to get new license. |                   |                             |                        |
| 4. Will it be launched within the next 90 days?  | Completed.  |                   |                             |                        |
| <a href="mailto:Cc04550@windstream.net">Cc04550@windstream.net</a><br>Called:<br>Emailed: 11/14/2024<br>Response: 11/15/2024 | <i>Note: Completed 10/15/2024</i>   |                   |                             |                        |

| <u>Agency or Entity</u>   | <u>Project Name</u>                        | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|---|--|-------------------|-----------------------------|------------------------|
| <b>Sterling Village</b>   | <b>Utility Payments</b>                    | 09/18/2024        | 11/2024                     | Tier 3                 |
| 1. Describe the project?  | To accept online payments through Payport. |                   |                             |                        |
| 2. What is the status of the project  |  |                   |                             |                        |
| 3. Was there any delay? If so, why?   | No delay.                                  |                   |                             |                        |
| 4. Will it be launched within the next 90 days?   | Complete.                                  |                   |                             |                        |
| <a href="mailto:village.sterling@gmail.com">village.sterling@gmail.com</a><br>Called:<br>Emailed: 11/14/2024<br>Response: |  |                   |                             |                        |

| <u>Agency or Entity</u>  | <u>Project Name</u>                                    | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|--|--|-------------------|-----------------------------|------------------------|
| Tilden City  | NLCC Renewal Local Set Up                              | 10/09/2024        | 10/2024                     | Tier 3                 |
| 1. Describe the project?   | Local liquor License renewal fees paid through portal. |                   |                             |                        |
| 2. What is the status of the project   | Done being set up.                                     |                   |                             |                        |
| 3. Was there any delay? If so, why?  | No.  |                   |                             |                        |
| 4. Will it be launched within the next 90 days?  | Already done.  |                   |                             |                        |
| <a href="mailto:Tildencyclerk2@gmail.com">Tildencyclerk2@gmail.com</a><br>Called:<br>Emailed: 11/14/2024<br>Response: 11/14/2024 | <i>Note: Completed 10/10/2024</i>                      |                   |                             |                        |

| <u>Agency or Entity</u>   | <u>Project Name</u>               | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|---|-----------------------------------|-------------------|-----------------------------|------------------------|
| Tobias Village  | NLCC Renewal Local Set Up         | 09/23/2024        | 10/2024                     | Tier 3                 |
| 1. Describe the project?  |                                   |                   |                             |                        |
| 2. What is the status of the project  |                                   |                   |                             |                        |
| 3. Was there any delay? If so, why?   |                                   |                   |                             |                        |
| 4. Will it be launched within the next 90 days?   |                                   |                   |                             |                        |
| <a href="mailto:Villageoftobias@gmail.com">Villageoftobias@gmail.com</a><br>Called:<br>Emailed: 11/14/2024<br>Response: | <i>Note: Completed 10/15/2024</i> |                   |                             |                        |

**PROJECT STATUS REVIEW**  
**(STATE) Q3 2024**  
 December 12, 2024

| <u>Agency or Entity</u>  | <u>Project Name</u>   | <u>Start Date</u> | <u>Est. Month Completion</u> | <u>Priority Status</u> |
|--|---|-------------------|------------------------------|------------------------|
| <b>Administrative Office of the Courts</b>                               | <b>eFiling RTV Validation</b>   | 10/17/2024        | 11/2024                      | Tier 3                 |
| 1. Describe the project?   | An update to Trial Court eFiling to correct an error in New Criminal/Traffic Filings to ensure Misdemeanor Crimes of Domestic Violence are correctly reported to the Nebraska State Patrol. |                   |                              |                        |
| 2. What is the status of the project?                                    | Currently in testing with the AOCP.   |                   |                              |                        |
| 3. Was there any delay? If so, why?                                      | No delays.  |                   |                              |                        |
| 4. Will it be launched within the next 90 days?                          | Likely, yes.  |                   |                              |                        |
| Casey Tribolet<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/14/2024 |   |                   |                              |                        |

| <u>Agency or Entity</u>  | <u>Project Name</u>   | <u>Start Date</u> | <u>Est. Month Completion</u> | <u>Priority Status</u> |
|--|---|-------------------|------------------------------|------------------------|
| Administrative Office of the Courts                                      | CDT Portal Enhancement  | 08/13/2024        | 11/2024*                     | Tier 3                 |
| 1. Describe the project?   | An update to Trial Court eFiling to allow outside agencies and Court Reporting Personnel to file additional documents to the courts using the Court Document Transfer (CDT) Portal. |                   |                              |                        |
| 2. What is the status of the project?                                    | Planning for deployment on November 24, 2024.   |                   |                              |                        |
| 3. Was there any delay? If so, why?                                      | No delays.  |                   |                              |                        |
| 4. Will it be launched within the next 90 days?                          | Yes.  |                   |                              |                        |
| Casey Tribolet<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/14/2024 |   |                   |                              |                        |

| <u>Agency or Entity</u>  | <u>Project Name</u>  | <u>Start Date</u> | <u>Est. Month Completion</u> | <u>Priority Status</u> |
|--|--|-------------------|------------------------------|------------------------|
| <b>Administrative Office of the Courts</b>                               | <b>Non-Case Probable Cause eFiling Enhancement</b>   | 11/05/2024        | 12/2024                      | Tier 3                 |
| 1. Describe the project?   | An update to Trial Court eFiling to allow Law Enforcement agencies to electronically transfer Probable Cause documents electronically to the courts before a Criminal case is filed. |                   |                              |                        |
| 2. What is the status of the project?                                    | Currently in development with Tyler Technologies.  |                   |                              |                        |
| 3. Was there any delay? If so, why?                                      | No Delays.   |                   |                              |                        |
| 4. Will it be launched within the next 90 days?                          | Likely, yes.   |                   |                              |                        |
| Casey Tribolet<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/14/2024 |  |                   |                              |                        |



| <u>Agency or Entity</u>                                     | <u>Project Name</u> | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|---|---------------------|-------------------|-----------------------------|------------------------|
| Department of Agriculture                                   | Website Migration   | 09/21/2024        | 12/2024                     | Tier 3                 |
| 1. Describe the project?                                    |                     |                   |                             |                        |
| 2. What is the status of the project?                       |                     |                   |                             |                        |
| 3. Was there any delay? If so, why?                         |                     |                   |                             |                        |
| 4. Will it be launched within the next 90 days?             |                     |                   |                             |                        |
| Julie Kortus<br>Called:<br>Emailed: 11/14/2024<br>Response: |                     |                   |                             |                        |

| <u>Agency or Entity</u>                                     | <u>Project Name</u>   | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|---|---|-------------------|-----------------------------|------------------------|
| Department of Agriculture                                   | Dog and Cat Breeder Annual Fee Application – Spring Application | 11/08/2024        | 02/2025                     | Tier 2                 |
| 1. Describe the project?                                    |   |                   |                             |                        |
| 2. What is the status of the project?                       |   |                   |                             |                        |
| 3. Was there any delay? If so, why?                         |   |                   |                             |                        |
| 4. Will it be launched within the next 90 days?             |   |                   |                             |                        |
| Julie Kortus<br>Called:<br>Emailed: 11/14/2024<br>Response: |   |                   |                             |                        |

| <u>Agency or Entity</u>                                     | <u>Project Name</u>                        | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|---|--|-------------------|-----------------------------|------------------------|
| Department of Agriculture                                   | Commodity Reporting Bulk Email Enhancement | 10/24/2024        | 01/2025                     | Tier 2                 |
| 1. Describe the project?                                    |  |                   |                             |                        |
| 2. What is the status of the project?                       |  |                   |                             |                        |
| 3. Was there any delay? If so, why?                         |  |                   |                             |                        |
| 4. Will it be launched within the next 90 days?             |  |                   |                             |                        |
| Julie Kortus<br>Called:<br>Emailed: 11/14/2024<br>Response: |  |                   |                             |                        |

| <b><u>Agency or Entity</u></b>                              | <b><u>Project Name</u></b>                      | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|---|---|--------------------------|------------------------------------|-------------------------------|
| <b>Department of Agriculture</b>                            | <b>Farmers Market Modernization Enhancement</b> | 04/29/2024               | 11/2024*                           | Tier 3                        |
| 1. Describe the project?                                    |   |                          |                                    |                               |
| 2. What is the status of the project?                       |   |                          |                                    |                               |
| 3. Was there any delay? If so, why?                         |   |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?             |   |                          |                                    |                               |
| Julie Kortus<br>Called:<br>Emailed: 11/14/2024<br>Response: |   |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>                              | <b><u>Project Name</u></b>                    | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|---|---|--------------------------|------------------------------------|-------------------------------|
| <b>Department of Agriculture</b>                            | <b>Pesticide Reciprocal Verification Form</b> | 06/20/2024               | 10/2024                            | Tier 2                        |
| 1. Describe the project?                                    |   |                          |                                    |                               |
| 2. What is the status of the project?                       |   |                          |                                    |                               |
| 3. Was there any delay? If so, why?                         |   |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?             |   |                          |                                    |                               |
| Julie Kortus<br>Called:<br>Emailed: 11/14/2024<br>Response: | <i>Note: Completed October 7, 2024</i>        |                          |                                    |                               |

| <u>Agency or Entity</u>                                    | <u>Project Name</u>                       | <u>Start Date</u> | <u>Est. Month Completion</u> | <u>Priority Status</u> |
|--|---|-------------------|------------------------------|------------------------|
| Attorney General   | Data Breach Submission and Display Portal | 07/26/2024        | 11/2024*                     | Tier 3                 |
| 1. Describe the project?                                   |   |                   |                              |                        |
| 2. What is the status of the project?                      |   |                   |                              |                        |
| 3. Was there any delay? If so, why?                        |   |                   |                              |                        |
| 4. Will it be launched within the next 90 days?            |   |                   |                              |                        |
| Bebe Strnad<br>Called:<br>Emailed: 11/14/2024<br>Response: |   |                   |                              |                        |

| <b><u>Agency or Entity</u></b>  | <b><u>Project Name</u></b>  | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|---|---|--------------------------|------------------------------------|-------------------------------|
| <b>Attorney General</b>   | <b>Law Enforcement Support Microsite</b>  | 08/12/2024               | 11/2024*                           | Tier 3                        |
| 1. Describe the project?  | This is a microsite intended to increase recruitment for County Attorney's offices, and police departments across the state with a focus on western Nebraska. |                          |                                    |                               |
| 2. What is the status of the project?                                   | In progress – Tyler is building out web pages and AGO office is still gathering content.  |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                     | No.   |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                         | Yes.  |                          |                                    |                               |
| Heather Buell<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/14/2024 |   |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>                                       | <b><u>Project Name</u></b>  | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|--|---|--------------------------|------------------------------------|-------------------------------|
| <b>Department of Environmental and Energy</b>                        | <b>Website Build</b>  | 11/20/2023               | 11/2024*                           | Tier 3                        |
| 1. Describe the project?   | We have contracted with Tyler Technologies, who subcontracted with Dogwood Media Solutions to build NDEE a new website that combines our current site of dee.ne.gov and the Energy website at neo.ne.gov into one site. |                          |                                    |                               |
| 2. What is the status of the project?                                | The site has been moved from Dogwood's to Tyler Technologies' development and we are working through the content quality control.   |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                  | Yes, our original goal was to have the new website live in September or October, but the website is so large that it took longer than anticipated to build and go through content quality control.                      |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                      | Yes, our goal to launch the new site in the beginning of December.  |                          |                                    |                               |
| Shani Mach<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/14/2024 |   |                          |                                    |                               |



| <b><u>Agency or Entity</u></b>   | <b><u>Project Name</u></b>  | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|--|---|--------------------------|------------------------------------|-------------------------------|
| <b>State Fire Marshal</b>  | <b>Fireworks Permit Suite Modernization Enhancement</b>   | 09/11/2024               | 12/2024                            | Tier 3                        |
| 1. Describe the project?   | A change to our current fireworks “suite”. Tyler is changing to another software package.   |                          |                                    |                               |
| 2. What is the status of the project?                                  | We’ve met with them several times and are in the final stages prior to data transfer for testing as far as I know.  |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                    | No.   |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                        | No. Our (SFM) choice is to delay implementation until after the upcoming fireworks season. There isn’t enough time to provide education to the current users since the new season begins January 1. It will be a much smoother transition if we wait until after July 4, 2025 for launch. |                          |                                    |                               |
| Doug Hohbein<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/14/2024 |   |                          |                                    |                               |

| <u>Agency or Entity</u>                                       | <u>Project Name</u>                | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|---|------------------------------------|-------------------|-----------------------------|------------------------|
| Governor  | Write the Governor EB Rewrite (EB) | 10/02/2024        | 11/2024                     | Tier 3                 |
| 1. Describe the project?                                      |                                    |                   |                             |                        |
| 2. What is the status of the project?                         |                                    |                   |                             |                        |
| 3. Was there any delay? If so, why?                           |                                    |                   |                             |                        |
| 4. Will it be launched within the next 90 days?               |                                    |                   |                             |                        |
| Laura Strimple<br>Called:<br>Emailed: 11/14/2024<br>Response: |                                    |                   |                             |                        |

| <b><u>Agency or Entity</u></b>   | <b><u>Project Name</u></b>   | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|--|--|--------------------------|------------------------------------|-------------------------------|
| <b>Health and Human Services</b>                                       | <b>License Search File Changes</b>   | 07/01/2024               | 12/2024                            | Tier 1                        |
| 1. Describe the project?   | The purpose of this project is for Contractor (System Automation) to stabilize the licensing application by implementing MyLicense Office (MLO) and migrating DHHS' licensing and enforcement infrastructure to the MyLicense Cloud. |                          |                                    |                               |
| 2. What is the status of the project?                                  | The project is on-track; however, it is categorized as "Yellow" in the schedule category.  |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                    | A delay was encountered due to the implementing vendor's (System Automation's) resource constraints.   |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                        | Not technically, but close. February 26, 2025 is the projected Go Live date.   |                          |                                    |                               |
| Claire Ellis<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/20/2024 |  |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>  | <b><u>Project Name</u></b>   | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|---|--|--------------------------|------------------------------------|-------------------------------|
| Health and Human Services   | Practitioner List Bed County Change Request  | 11/04/2024               | 11/2024                            | Tier 3                        |
| 1. Describe the project?  | DHHS Public Health Licensure – Facility support requested to add an additional element to the information included on the facility lists that are able to be requested at <a href="https://www.nebraska.gov/hhs/lists/">https://www.nebraska.gov/hhs/lists/</a> . Addition of the element 'bed count' should be added to the lists when they are requested. The count of beds at facilities is a data element that is often requested and requires additional time when requests are submitted to pull that information. Having a count of beds in the facility would be readily available to the requestor when purchase of a list is completed.  |                          |                                    |                               |
| 2. What is the status of the project?                                     | Project request was submitted on 9/26/24 with a request delivery date of 12/31/2024. Notification was rec'd back on 10/10/24 indicating request has been reviewed and estimating Level of Effort at 35 hours. Tyler Tech indicated that they would be completing the project under their 'self-funded' model at no charge to our agency and that the project was placed into the queue to be worked on. Estimated start date was given as 11/1/2024.<br>On 11/8 email was received indicating that the report was ready for testing. Testing was started on that date and concern was found in that not all providers who should have a bed count were showing up with a value in the new column. Email response was sent to Tyler Tech on 11/8 regarding this and asking that to be looked into to determine if the logic was pulling values from correct table location(s), then asking for Tyler Tech to get back with us after researching. As of this email, no response yet received from Tyler Tech on that matter. |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                       | See above.   |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                           | The requested by date was given as 12/31/24 and with the project having been already delivered to testing environment it would seem that this has possibility of being completed within 90 days, however, as research is still to identify how the logic is working regarding the requested new data element is being pulled in, I cannot confirm that it will be able to be launched at that time frame.  |                          |                                    |                               |
| Patrick McClure<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/15/2024 |  |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>   | <b><u>Project Name</u></b>   | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|--|--|--------------------------|------------------------------------|-------------------------------|
| <b>Land Surveyors, Board of Examiners</b>                                | <b>Renewal Enhancements (EB)</b>   | 10/07/2024               | 11/2024                            | Tier 1                        |
| 1. Describe the project?   | Revise Land Surveyor license renewal application system as a result of statutory changes from LB102 (2024). The legislative bill adopted language changes that were needed to be changed in the renewal process and there were some other renewal requirements that were added with a revision to Title 234 NAC from a couple years ago. |                          |                                    |                               |
| 2. What is the status of the project?                                    | The core purpose of the project is complete.   |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                      | The project was completed within the anticipated timeline. Changes were necessary to be completed by November 1, and they were done.   |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                          | The application process was launched on November 1, 2024. Exactly on the target deadline. The application has needed a couple minor edits but has been operational and effective as needed.  |                          |                                    |                               |
| Casey Sherlock<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/14/2024 |  |                          |                                    |                               |
|  | <i>Note: Completed 10/31/2024</i>  |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>  | <b><u>Project Name</u></b>   | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|---|--|--------------------------|------------------------------------|-------------------------------|
| <b>Library Commission</b>   | <b>Event Registration</b>  | 10/31/2024               | 11/2024                            | Tier 3                        |
| 1. Describe the project?  | We are gearing up for the 2025 Nebraska Makerspace Conference November 4 – 5 2025.   |                          |                                    |                               |
| 2. What is the status of the project?                                   | Because we are still in the early stages of developing the conference, it will be a while before we need to enter data into the registration software. |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                     | No delay – just too early to start using the software.   |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                         | Maybe – maybe not. It depends where we are at in designing our conference agenda.  |                          |                                    |                               |
| Joann McManus<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/15/2024 |  |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>   | <b><u>Project Name</u></b>  | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|--|---|--------------------------|------------------------------------|-------------------------------|
| <b>Department of Motor Vehicles</b>                                    | <b>OTC Payment Device Change Request</b>  | 07/16/2024               | 11/2024*                           | Tier 2                        |
| 1. Describe the project?   | Nebraska DMV asked Tyler Technology to change the OTC Payment Device to make a new category for payment of driver abstracts (driver record) so we can provide that service at our field service centers. Should be a huge benefit to customers as currently they have to request this from our headquarters office in Lincoln only. |                          |                                    |                               |
| 2. What is the status of the project?                                  | Ongoing.  |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                    | None. We just finalized details of this two weeks ago.  |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                        | Likely to be launched in the next 90 days.  |                          |                                    |                               |
| Matt Coatney<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/15/2024 |   |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>  | <b><u>Project Name</u></b>   | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|---|--|--------------------------|------------------------------------|-------------------------------|
| <b>Department of Motor Vehicles</b>                                     | <b>Handicap Permits Modernization Enhancements</b>   | 01/31/2024               | 12/2024*                           | Tier 3                        |
| 1. Describe the project?  | Tyler Technology initiated enhancement to move system used for issuing and managing handicap permits to new platform. Project also includes enhancements identified by DMV.  |                          |                                    |                               |
| 2. What is the status of the project?                                   | Final user testing is nearing completion; external and internal user training documentation is in draft form.  |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                     | Yes, project was more extensive than originally anticipated, testing delays occurred at the DMV due to crossover with other internal projects, and data cleanup prior to conversion of data from old to new system was required. |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                         | Yes  |                          |                                    |                               |
| Betty Johnson<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/20/2024 |  |                          |                                    |                               |



| <b><u>Agency or Entity</u></b>                                       | <b><u>Project Name</u></b>  | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|--|---|--------------------------|------------------------------------|-------------------------------|
| <b>Department of Motor Vehicles</b>                                  | <b>Student Driver Safety Waiver/Certificates of Completion Modernization Enhancement</b>  | 02/06/2024               | 11/2024*                           | Tier 3                        |
| 1. Describe the project?   | Conversion of the Student Driver Safety Waiver application from Grails to Application Platform.<br>Also adding the Certificates of Completion portion to allow real time submission of the certificate for driver improvement programs. |                          |                                    |                               |
| 2. What is the status of the project?                                | We need to complete testing.  |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                  | No delays for Tyler Technologies.   |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                      | No launch date has been set.  |                          |                                    |                               |
| Lisa Wolfe<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/18/2024 |   |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>                              | <b><u>Project Name</u></b>           | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|---|--------------------------------------|--------------------------|------------------------------------|-------------------------------|
| <b>Department of Motor Vehicles</b>                         | <b>Motor Carrier CCP Integration</b> | 06/03/2023               | 05/2025                            | Tier 1                        |
| 1. Describe the project?                                    |                                      |                          |                                    |                               |
| 2. What is the status of the project?                       |                                      |                          |                                    |                               |
| 3. Was there any delay? If so, why?                         |                                      |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?             |                                      |                          |                                    |                               |
| Cathy Beedle<br>Called:<br>Emailed: 11/14/2024<br>Response: |                                      |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>   | <b><u>Project Name</u></b>   | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|--|--|--------------------------|------------------------------------|-------------------------------|
| <b>Motor Vehicles Industry Licensing Board</b>                           | <b>Form Submittal/ Payment Site</b>  | 11/16/2023               | 11/2024*                           | Tier 3                        |
| 1. Describe the project?   | Converting the Agency's website forms to allow for online submittal/payment.   |                          |                                    |                               |
| 2. What is the status of the project?                                    | Tyler Technology is conducting final testing.  |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                      | While the process took longer than expected, it was due to testing and re-testing which was of no concern to the Agency. Also, our Agency is in the middle of our renewal season, so we have slowed the process to ensure our renewals are completed in a timely manner. |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                          | Yes.   |                          |                                    |                               |
| Josh Eickmeier<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/15/2024 |  |                          |                                    |                               |

| <u>Agency or Entity</u>   | <u>Project Name</u>  | <u>Start Date</u> | <u>Est Month Completion</u> | <u>Priority Status</u> |
|---|--|-------------------|-----------------------------|------------------------|
| State Patrol  | Appointment Calendar Elavon Auth Rule Change   | 09/12/2024        | 11/2024*                    | Tier 1                 |
| 1. Describe the project?  | PiD 1273: Update the NSP application to handle a new rule implemented by Elavon which will change the Auth/Capture process from 90 days to 7 days.   |                   |                             |                        |
| 2. What is the status of the project?                                       | In progress. Phase I is complete, Phase II is in progress.   |                   |                             |                        |
| 3. Was there any delay? If so, why?   | There were no delays completing Phase I of the project. Phase II is in progress; NSP has tested the system and provided feedback and Tyler Tech has fixed the bug issues and is currently testing. NSP anticipates ability to test internally on 11/18/2024. There have been a few issues that we have been working with Tyler Tech on the project but are in the final steps of resolution and testing. |                   |                             |                        |
| 4. Will it be launched within the next 90 days?                             | This project began 09/06/2024 upon notification of Elavon's rule implementation changes. Yes, we expect this project to be completed within the next 90 days. Anticipation of completion is prior to 11/30/2024.   |                   |                             |                        |
| Shawna Backemeyer<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/14/2024 |  |                   |                             |                        |

| <b><u>Agency or Entity</u></b>                                | <b><u>Project Name</u></b>                  | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|---|---|--------------------------|------------------------------------|-------------------------------|
| <b>Public Service Commission</b>                              | <b>Remittance Modernization Enhancement</b> | 08/01/2024               | 11/2024*                           | Tier 3                        |
| 1. Describe the project?                                      |   |                          |                                    |                               |
| 2. What is the status of the project?                         |   |                          |                                    |                               |
| 3. Was there any delay? If so, why?                           |   |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?               |   |                          |                                    |                               |
| Cullen Robbins<br>Called:<br>Emailed: 11/14/2024<br>Response: |   |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>                                  | <b><u>Project Name</u></b> | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|---|----------------------------|--------------------------|------------------------------------|-------------------------------|
| <b>Nebraska Racing Commission</b>                               | <b>Website</b>             | 03/27/2024               | 12/2024*                           | Tier 2                        |
| 1. Describe the project?  |                            |                          |                                    |                               |
| 2. What is the status of the project?                           |                            |                          |                                    |                               |
| 3. Was there any delay? If so, why?                             |                            |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                 |                            |                          |                                    |                               |
| Aaron Courtright<br>Called:<br>Emailed: 11/14/2024<br>Response: |                            |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>  | <b><u>Project Name</u></b>  | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|---|---|--------------------------|------------------------------------|-------------------------------|
| <b>Tourism Commission</b>   | <b>Event Registration</b>   | 09/30/2024               | 11/2024                            | Tier 3                        |
| 1. Describe the project?  | I am using Tyler Technology to create the platform for registration for the 2025 Nebraska Tourism Conference. It is a paid conference held annually and they created the registration website for attendees, sponsors, and speakers to register on. They are also handling the payment processes for registration and collecting all credit card payments online. They also create reports about the attendees which allows me to track numbers and who is attending. |                          |                                    |                               |
| 2. What is the status of the project?                                   | The project is currently ongoing. The registration page has been built and is currently live for all attendees to register. It will remain ongoing as reports will change until the conference occurs in February of 2025.  |                          |                                    |                               |
| 3. Was there any delay? If so, why?                                     | There were no significant delays during the process of creating the registration page.  |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?                         | It is already launched and was launched several weeks ago.  |                          |                                    |                               |
| Lilly Uhlmann<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/18/2024 | <p><i>Note: Completed 11/5/2024</i></p>   |                          |                                    |                               |

| <b><u>Agency or Entity</u></b>  | <b><u>Project Name</u></b>  | <b><u>Start Date</u></b> | <b><u>Est Month Completion</u></b> | <b><u>Priority Status</u></b> |
|---|---|--------------------------|------------------------------------|-------------------------------|
| <b>Veterans' Affairs</b>  | <b>NDVA – Form Changes</b>  | 11/04/2024               | 11/2024                            | Tier 2                        |
| 1. Describe the project?  | This project is a form change on the Veterans Registry.   |                          |                                    |                               |
| 2. What is the status of the project?   | This change request was submitted 8/20/24. On 9/9/24, we were informed there was an issue that needed to be reviewed further due to the information being collected. On 10/4/24, we were told this project would be put in the queue for development with a likely start date of 10/21/24 and take one week to complete. We have not received any updates since then.   |                          |                                    |                               |
| 3. Was there any delay? If so, why?   | There did seem to be a delay getting this started, though it is unclear why. There was some misunderstanding about the information being collected. We had not received any updates and, upon receiving your request, reached out to check on the status. Apparently, development was completed but there is an issue updating the application. They indicated they will be working on this this week, and it will be updated "soon." |                          |                                    |                               |
| 4. Will it be launched within the next 90 days?   | Possibly.   |                          |                                    |                               |
| Madeline Kettler/Holden Armstrong<br>Called:<br>Emailed: 11/14/2024<br>Response: 11/19/2024 |   |                          |                                    |                               |



## **ASV Statement of Work**

---

**Nebraska [Agency]**

Contractor: Nebraska Interactive, LLC dba Tyler Nebraska

Product Owner:

Date:

Order No.

This Statement of Work (“SOW”) is entered by and between the Nebraska [Agency] (the “Partner”) and Nebraska Interactive, LLC dba Tyler Nebraska (the “Contractor”) and is issued pursuant to the State of Nebraska Contract between the Nebraska State Records Board (“NSRB”) and the Contractor (the “Master Contract”) and is subordinate to and subject to all terms and conditions therein.

# 1. Introduction

Payment Card Industry Data Security Standard (“PCI-DSS”) Version 4.0, Self-Assessment Questionnaire A (“SAQ A”), requirement 11.3.2. requires performance of external vulnerability scans by a PCI Council-approved scanning vendor (“ASV”) at least once every three months. This requirement applies to merchant web servers that host the page(s) that either 1) redirect customers from the merchant website to a payment processor for payment processing (ex.: with a URL redirect) or 2) include a payment processor’s embedded payment page/form (ex.: an inline frame or iFrame).

The Nebraska [Agency] (“Partner”) is seeking an ASV scanning solution in order to maintain Partner’s PCI compliance. The Contractor has a contract with MegaplanIT Holdings, LLC (“MegaplanIT”), and MegaplanIT is an ASV. Contractor will provide Partner with access to MegaplanIT’s ASV scanning software and services (“Services”) as a Third Party Software pursuant to the terms and conditions set forth in this SOW.

Executive Sponsor  
[Agency Executive Sponsor Name, Title]  
Email:  
Phone:

Billing Contact  
[Billing Contact Name, Title]  
Email:  
Phone:

# 2. Project Overview

## 2.1 Objectives

Contractor will provide Partner access to the Service for the term of this SOW pursuant to the terms and conditions outlined in this SOW.

## 2.2 Scope

### 2.2.1 Inclusions

2.2.1.1 Software and Services. To facilitate compliance with PCI-DSS requirement 11.3.2, Partner will receive access to the Services provided by MegaplanIT, for Partner’s internal business purposes only. Partner’s rights to the Services will be governed by the Third-Party Terms included as Exhibit A to this SOW. Contractor is authorized by MegaplanIT to grant Partner access to the Services so that Partner may scan applicable web applications. The Partner shall incur no additional costs resulting from access to the Services anticipated by this section.

2.2.1.2. Partner acknowledges that Contractor is not the manufacturer or provider of the Services. Contractor does not warrant or guarantee the performance of the Services. However, Contractor grants and passes through to Partner, any warranty that Contractor receives from MegaplanIT for the Services. Contractor is making the Services available to Partner as a convenience to Partner.

2.2.1.3. Partner Responsibilities. To facilitate SAQ A, requirement 11.3.2, Partner agrees: (i) to provide Contractor with the web applications to be scanned by MegaPlanIT; (ii) to monitor scans performed pursuant to this SOW; and (iii) should the results of the scans identify areas of potential non-compliant findings or require additional effort, Partner agrees to respond to, mitigate, or repair any non-compliant findings identified within ninety (90) days of discovery.

## 2.2.2 Exclusions

2.2.2.1 Contractor is not liable for the results of the scans or responsible for any actions required due to the results of the scans.

## 2.3 Terminology

When used herein, capitalized words shall have the respective meanings set forth below:

2.3.1 **Must** - The function or referenced object has to meet the desired outcome outlined in this project.

2.3.2 **Should** - The desired function or referenced object may create a favorable environment if achieved but is not required; or, an opinion based on the assumptions made by the creator of the function or referenced object.

2.3.3 **Credentials** – The required security information to access the application

2.3.4 **User** – Any member of the general public

2.3.5 **Data Store** – An organized collection of information

2.3.6 **Published** – Information sent directly to a Web site viewable to the general public

2.3.7 **Administrator**- staff member of Contractor

## 2.4 Assumptions

2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes.

2.4.2 All Partner key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.

2.4.3 Partner will provide the Contractor with the requirements as included in an agreed project plan.

2.4.4 Partner will provide customer support for business-related questions during normal business hours.

2.4.5 Partner will assist with testing for business requirements.

2.4.6 The Contractor will communicate remaining steps to finish the project with the Partner in regular project status reports.

2.4.7 The Contractor and Partner must agree on a scheduled launch date.

2.4.8 At any time during the project process, the Contractor and/or Partner has the authority to terminate and/or suspend the project if a commitment to mutually agreed upon timelines is not being honored.

## **2.5 Constraints**

2.5.1 All personal and financial information will be appropriately protected according to industry security standards.

2.5.2 Partner/Partner workload

2.5.3 Change(s) in staff

2.5.4 Change(s) in project scope

2.5.5 The Contractor availability

2.5.6 Requirements for access to agency data

## **2.6 Milestones**

[Intentionally Omitted]

## **3 Requirements**

This SOW and any agreed project plan shall constitute all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards.

After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the “Project Team” will be responsible for executing the testing plan in accordance with these requirements.

Any omission or change in requirements after execution of this SOW has occurred must be reviewed and approved by the project team and could cause delays in the project timeline.

## **4 Terms and Conditions**

The Partner and the Contractor agree to the following terms and conditions:

## 4.1 Confidentiality

All materials and information provided by the Partner to the Contractor or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in accordance with the Master Agreement and 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. The Contractor shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the Contractor's control.

## 4.2 SOW Representatives and Notices

All matters relating to this SOW shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this SOW.

Mailing address: [Agency Contact, Title]  
[Agency Address]  
Email:  
Phone:

Billing Address : [Same as above][OR provide if different from above]

Mailing Address: General Manager/Contractor  
1135 M Street, Suite 220  
Lincoln, NE 68508  
Phone: 402-471-7810  
Fax: 402-471-7817  
Email:

## 4.3 Termination of SOW

4.3.1 Either Partner or Contractor shall have the right to terminate this SOW for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this SOW, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the SOW or any addendum hereto. A reasonable period of time of not less than thirty (30) days shall be given to cure, unless as otherwise agreed to by the parties. For purposes of this SOW, the phrase "for cause" shall mean any material breach by any party to this SOW of the terms or conditions of this SOW.

4.3.2 Either the Partner or Contractor may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.

#### **4.4 Term of SOW**

This SOW shall commence on the date of execution by all parties and shall continue for a period of one (1) year from the date of execution unless earlier terminated in accordance with the terms of this SOW. Partner's right to access or use the Third-Party software and Services will terminate at the end of the term of this SOW.

#### **4.5 Relationship of Parties**

Notwithstanding any other provisions contained herein, it is expressly agreed that Contractor is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

#### **4.6 Changes, Modifications or Amendments**

This SOW may be changed, modified or amended at any time by an instrument in writing signed by the Contractor and the Partner.

#### **4.7 Entire Agreement**

This SOW constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

#### **4.8 Governing Law**

This SOW shall be governed in all respects by the laws and statutes of the State of Nebraska.

#### **4.9 Severability**

If any term or condition of the SOW is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the SOW did not contain the particular provision held to be invalid.

#### **4.10 Order of Precedence**

In the event of an inconsistency between the documents of this SOW, 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 amendment to this SOW; or,
- d. This SOW

## 5 Invoicing and Payment

| Project/Project Type | Rate    | Cost Estimate |
|----------------------|---------|---------------|
| MegaPlanIT Services  | No Cost | \$0.00        |

**5.1** The Contractor agrees to provide services in accordance with the rates provided in the table above.

**5.2.** The Contractor shall submit invoices for payment to the Partner with sufficient detail to support payment, in accordance with the Master Agreement. The Partner shall pay invoices within 45 days, and otherwise in accordance with the Master Agreement.

## 6 Signatures

Approval of the SOW indicates an understanding of the purpose and content described in this SOW. By signing this SOW, each individual agrees work should be initiated on this project and necessary resources should be committed as described herein.

### Nebraska Interactive, LLC. dba Tyler Nebraska

\_\_\_\_\_  
Tanner Hughes, General Manager

\_\_\_\_\_  
Date

### Nebraska [Agency]

\_\_\_\_\_  
[Agency Contact, Title]

\_\_\_\_\_  
Date

### Nebraska State Records Board

\_\_\_\_\_  
Robert B. Evnen, Secretary of State

\_\_\_\_\_  
Date

Exhibit A

**MegaplanIT Portal Software Subscription Agreement**

This MegaplanIT Portal Software Subscription Agreement (“Agreement”) governs all access to and use of MegaplanIT Portal online portal, software modules and interactive computer service for compliance assessment and management solutions and all applicable documentation, together with all related interfaces, functionality, web-services, supplements, add-on components, corrections, bug fixes, modifications, enhancements, updates, new versions or releases that MegaplanIT Holdings, LLC (“MegaplanIT”) subsequently may make available (collectively, “MegaplanIT Portal”), and constitutes a binding agreement between the entity for whom the MegaplanIT Portal will be accessed and used (the “Client”), including without limitation all of Client’s personnel who access or use the MegaplanIT Portal, and MegaplanIT. For the avoidance of doubt “Client” means the end user of the MegaplanIT Portal.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE MEGAPLANIT Portal OR ANY PORTION THEREOF. BY CLICKING ON “I AGREE” OR BY ACCESSING OR USING THE MEGAPLANIT PORTAL OR ANY PORTION THEREOF, YOU, ON BEHALF OF THE CLIENT, ACKNOWLEDGE AND CONFIRM THAT: (A) YOU HAVE FULL AUTHORITY FROM THE CLIENT TO BIND THE CLIENT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (B) YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (C) CLIENT AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THIS AGREEMENT IS THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN MEGAPLANIT AND CLIENT. IF YOU OR THE CLIENT WHOM YOU ARE REPRESENTING ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PRECEDING ACKNOWLEDGEMENT AND AGREEMENT, THEN YOU MUST NOT SELECT THE 'I AGREE' BUTTON ASSOCIATED WITH THIS AGREEMENT AND YOU MUST NOT ACCESS OR USE THE MEGAPLANIT PORTAL OR ANY PORTION THEREOF; MEGAPLANIT DOES NOT AND WILL NOT GRANT YOU OR THE CLIENT ANY RIGHT OR LICENSE TO ACCESS OR USE THE MEGAPLANIT PORTAL OR ANY PORTION THEREOF.

**1. MegaplanIT Portal Software.**

1.1 Omitted.

1.2 License Grant. Subject to the terms and conditions of this Agreement, MegaplanIT hereby grants to Client a limited, personal, non-exclusive, non-transferable, revocable right and license, without right to grant sublicenses, during the Subscription Term, for Client to access the MegaplanIT Portal electronically via the Internet and use the MegaplanIT Portal solely for Client’s security assessment purposes. MegaplanIT shall make the MegaplanIT Portal available to Client via a digital information processing, transmission and storage system (“Server”) maintained by or on behalf of MegaplanIT. MegaplanIT reserves the right to modify the MegaplanIT Portal at any time as business needs dictate in MegaplanIT’s sole discretion, provided that the terms and conditions of this Agreement shall remain in effect throughout the License Term and shall govern Client’s use and obligations with respect to any modified MegaplanIT Portal.

1.3 License Restrictions. Any use of the MegaplanIT Portal not expressly permitted in this Agreement is prohibited. Client acknowledges that the MegaplanIT Portal and its structure, organization, and source code constitute valuable trade secrets of MegaplanIT and its suppliers. Client agrees that Client shall not, nor shall Client permit, assist or encourage any third party to: (a) reproduce, allow use of or access to the MegaplanIT Portal or sell, rent, lease, use for service bureau use, sublicense or otherwise transfer or distribute the MegaplanIT Portal, in whole or in part, to any third parties; (b) modify, translate, reverse engineer, decompile, or disassemble the MegaplanIT Portal or otherwise attempt to derive the source code for the MegaplanIT Portal; (c)



merge the MegaplanIT Portal with other software; (d) copy, modify, adapt, alter, translate, enhance or otherwise modify or create derivative works of or from the MegaplanIT Portal; (e) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the MegaplanIT Portal; (f) use the MegaplanIT Portal to develop any application or program having the same primary function as the MegaplanIT Portal or otherwise exercise any rights in or to the MegaplanIT Portal except as expressly permitted under Section 1 (License Grant) above; (g) use, upload, post or transmit via or in connection with the MegaplanIT Portal any unlawful, threatening, abusive, false, libelous, defamatory, obscene, pornographic, profane, or otherwise infringing or objectionable information or content of any kind, including, without limitation, any use or transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law, including violations of any patent, trade secret, copyright, trademark or other intellectual property right worldwide (“IP Rights”), privacy rights or any other rights of a third party; (h) post or transmit into or via the MegaplanIT Portal any information, software, material or other content that is subject to an Open Source License or that contains a virus, cancelbot, Trojan horse, worm or other harmful components; or (i) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which Client does not have authorization to access or at a level exceeding Client’s authorization.

1.4 No Implied Licenses. The MegaplanIT Portal is licensed, not sold. All rights not expressly granted in Section 1 (License Grant) above are reserved by MegaplanIT, and nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license under any of MegaplanIT’s existing or future IP Rights.

1.5 Certain Acknowledgements. Client acknowledges and agrees that: (a) any outcome of using the MegaplanIT Portal in compliance assessment activities is limited to a point-in-time examination of Client’s compliance or non-compliance status with the applicable standards or industry best practices and that the outcome of any MegaplanIT Portal assessments or testing does not constitute any form of representation, warranty or guarantee that Client’s systems are 100% secure from every form of attack; and (b) in assisting in the examination of Client’s compliance or non-compliance status, the MegaplanIT Portal will require input of accurate, authentic and complete information provided by Client.

1.6 Suspension of Access and Service. Notwithstanding anything herein to the contrary and without prejudice to any other rights, upon any actual or alleged breach of this Agreement by Client, MegaplanIT reserves the right, in its sole discretion and upon notice (which notice may be in e-mail form), at any time, to: (a) remove or disable access to all or any portion of the MegaplanIT Portal; (b) suspend Client’s access to or use of the MegaplanIT Portal; and/or (c) terminate this Agreement, in which case MegaplanIT shall have no liability of any kind for such termination, cancellation or suspension. Nothing in this Section is intended to preclude MegaplanIT from seeking immediate appropriate injunctive relief.

## **2. Equipment; Access; Availability.**

2.1 Equipment. MegaplanIT shall be responsible for making the MegaplanIT Portal accessible up to the point of MegaplanIT’s Internet Service Provider; beyond that, MegaplanIT shall not be responsible for performance or operational issues experienced by Client with respect to access to or use of the MegaplanIT Portal. Client shall be solely responsible for, and MegaplanIT shall have no liability in connection with, providing, maintaining and ensuring compatibility of the MegaplanIT Portal with any hardware, third party software, electrical and other physical requirements to access and use the MegaplanIT Portal, including without limitation operating systems, telecommunications and digital transmission connections and links, routers, local area network servers, virus software, firewalls, or other equipment and services required to or desirable for access and use of the MegaplanIT Portal. If Network IDS is present and operating in “block,” “shun” or another form of “active defense” within Client’s system, then Client will make an exception in the device configuration to permit

MegaplanIT to conduct the assessment. Unless otherwise set forth in a Service Order, MegaplanIT has no obligation to install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and MegaplanIT has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by Client.

**2.2 Authorized Users.** The MegaplanIT Portal enables Client to register, authorize and grant access to those employees, agents, contingent workers and authorized independent contractors of Client specified by Client (each an "Authorized User"). Notwithstanding anything herein to the contrary, any breach of any terms or conditions of this Agreement by any Authorized User shall be deemed to be a breach of this Agreement by Client. Client shall be responsible and liable for the acts or omissions of each Authorized User as if such acts or omissions were Client's own acts or omissions.

**2.3 Access IDs.** During the License Term, the MegaplanIT Portal shall permit Client to register, authorize and obtain unique and confidential login IDs, passwords and/or access codes (collectively, "Access IDs") to allow Client and its Authorized Users to access the MegaplanIT Portal. Client and the Authorized Users shall maintain the confidentiality of the Access IDs and shall not disclose the Access IDs to any third party.

**2.4 Availability.** MegaplanIT shall use commercially reasonable efforts to make the MegaplanIT Portal available to Authorized Users pursuant to the terms and conditions of this Agreement during the License Term. Client acknowledges that from time to time the MegaplanIT Portal may be inaccessible or inoperable for any reason, including without limitation: (a) periodic maintenance procedures, enhancements, repairs or corrections with respect to the MegaplanIT Portal or Server, as determined by MegaplanIT; (b) equipment malfunctions; (c) acts or omissions of Client its Authorized Users or its suppliers, including but not limited to scheduled or unscheduled outages of the Authorized User's internet browser, known and persistent slow response time on an Authorized User's internal network, or problems with Authorized User's computer hardware or electricity; or (d) causes beyond the reasonable control of MegaplanIT or that are not reasonably foreseeable by MegaplanIT, including interruption or failure of telecommunication or digital transmission links, delays or failures due to Client's Internet Service Provider, hostile network attacks or network congestion.

### **3. Support and Other Services.**

**3.1 Technical Support.** Client may, in the Service Order, purchase reasonable access to a MegaplanIT advisor to support Client's authorized use of MegaplanIT Portal and Client's compliance issues, both during the first 90-day period of the Subscription Term and thereafter during the Subscription Term for quarterly check-ins of up to one-half hour each, and a MegaplanIT advisor might proactively contact Client to provide this follow-up support, via telephone or remote web-based support (collectively, the "Support Services"). However, Client acknowledges that MegaplanIT has no control over the stability and throughput speed of the Internet or availability of the MegaplanIT Portal on a continuous and uninterrupted basis. Furthermore, this Agreement does not entitle Client to receive a copy of MegaplanIT Portal (in object code or source code form), on-site services, training services or additional installation or implementation services.

**3.2 Feedback.** Client will use reasonable efforts to notify MegaplanIT of any issues or concerns with respect to the MegaplanIT Portal in a timely manner.

**3.3 Other Services.** MegaplanIT may provide Client with additional services upon terms mutually agreed upon between the parties in a duly executed and delivered writing and such services shall be billed at MegaplanIT's standard rates and prices in effect from time to time ("Additional Services"). Furthermore, MegaplanIT may provide consulting or professional services upon terms mutually agreed upon between the parties in a duly executed and delivered writing, which shall be billed at MegaplanIT's standard rates and prices in effect from

time to time (“Professional Services”). Any software or other programs or materials provided to Client as part of the Support Services, Additional Services Professional Services will be deemed part of the MegaplanIT Portal and shall be subject to the terms and conditions of this Agreement, unless otherwise mutually agreed upon by the parties in writing.

#### **4. Ownership; Protection.**

4.1 Ownership. Each party acknowledges that: (a) all right, title and interest in and to the MegaplanIT Portal, including without limitation all IP Rights therein, are the sole and exclusive property of MegaplanIT and its suppliers; (b) subject to the license rights expressly set forth herein, Client receives no right, title or interest in or to the MegaplanIT Portal; and (c) if applicable, all title and IP Rights in and to any data or content that is not contained in the MegaplanIT Portal, but may be accessed through use of the MegaplanIT Portal, is the property of the respective content owners. If Client or any of its Authorized Users is deemed to have any ownership interest in the MegaplanIT Portal, including any derivative work, enhancement or other modification thereto, then Client shall assign and/or cause such Authorized User to assign, and Client does hereby assign, irrevocably and royalty-free, all of such ownership interest or other rights exclusively to MegaplanIT and Client shall, at MegaplanIT’s reasonable request and expense, complete, execute and deliver any and all documents necessary to effect or perfect such assignments.

4.2 Protection. Client shall use reasonable best efforts, which shall be no less stringent than those efforts that Client uses to protect Client’s own confidential information, trade secrets, technology, software or other similar proprietary property, to prevent any MegaplanIT Portal from being disclosed or used by any Authorized User or other person in any manner that would violate this Agreement. In no event shall Client take any action that might encumber or expose the MegaplanIT Portal or the license rights granted in this Agreement to any claims, liens or other forms of encumbrance.

#### **5. Security.**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLIENT SHALL BE SOLELY RESPONSIBLE FOR: (I) INPUTTING, LOADING OR OTHERWISE USING CLIENT’S INFORMATION AND DATA (COLLECTIVELY, “CLIENT DATA”) IN CONNECTION WITH THE MEGAPLANIT PORTAL; (II) MAINTAINING INDEPENDENT ARCHIVAL AND BACKUP COPIES OF ALL CLIENT DATA; AND (III) ENSURING THE CONFIDENTIALITY OF CLIENT’S PASSWORDS, ACCESS IDS AND/OR MEMBER ACCOUNTS, WHICH SHALL BE ISSUED FOR THE LIMITED PURPOSE OF USING THE MEGAPLANIT PORTAL PURSUANT TO THE TERMS HEREIN. MEGAPLANIT SHALL HAVE NO LIABILITY TO CLIENT OR ANY OTHER PERSON FOR LOSS, DAMAGE OR DESTRUCTION OF CLIENT DATA. Client is solely responsible for any authorized or unauthorized access to and use of the MegaplanIT Portal via Client’s or its Authorized Users’ passwords and/or member accounts. If any of Client’s or its Authorized Users’ passwords are lost, stolen or otherwise compromised, Client shall promptly change the password or, if Client is unable to do so, Client shall notify MegaplanIT, whereupon MegaplanIT shall suspend use of such password and/or account and issue a replacement password. Notwithstanding anything herein to the contrary, Client hereby authorizes MegaplanIT to treat any person using Client’s or any of its Authorized Users’ passwords, Access IDs and/or member account as Client (even if such person is using such item(s) without Client’s authorization), and any resulting transactions, fees, obligations or liabilities shall be attributed to Client, until such time as MegaplanIT is notified by Client in writing of any unauthorized access arising under such conditions.

#### **6. Warranties and Covenants.**

6.1 Client Warranty. Client represents, warrants and covenants to MegaplanIT that: (a) Client has the legal power and authority to enter into and perform Client’s obligations under this Agreement; (b) Client shall comply with all terms and conditions of this Agreement, including without limitation the license restrictions set forth in

Section 1.2 (License Restrictions) above; (c) Client is the owner and/or the licensee of all IP Rights relating to the Client Data and has all necessary rights to input, load and/or use such Client Data with the MegaplanIT Portal under the terms of this Agreement; (d) the Client Data, and Client's use thereof in connection with the MegaplanIT Portal or as otherwise contemplated by this Agreement, does not, and shall not, infringe any third party's IP Rights, privacy rights, data security rights or other rights, and shall not otherwise violate any applicable law or regulation; and (e) Client shall not use the MegaplanIT Portal in violation of any applicable law or regulation and shall otherwise refrain from any act or omission that will cause MegaplanIT to be in violation of any applicable law or regulation regarding the use of the MegaplanIT Portal.

6.2 MegaplanIT Warranty and Disclaimer. MEGAPLANIT WARRANTS THAT (I) THE SOFTWARE ON THE MEGAPLANIT PORTAL SHALL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DESCRIPTION FOUND AT MEGAPLANIT.COM; (II) MEGAPLANIT HAS FULL CORPORATE AUTHORITY SUFFICIENT TO GRANT CLIENT THE LICENSES SET FORTH IN THIS AGREEMENT; AND (III) DURING THE TERM OF THIS AGREEMENT, TO THE KNOWLEDGE OF MEGAPLANIT AT THE TIME MEGAPLANIT IS MAKING THE MEGAPLANIT PORTAL AVAILABLE TO CLIENT, THE MEGAPLANIT PORTAL SHALL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES, BUILT-IN OR OTHER USE-DRIVEN DESTRUCTIVE MECHANISMS, OR OTHER INJURIOUS OR DAMAGING FORMULAS, INSTRUCTIONS OR OTHER MATERIALS (HEREINAFTER REFERRED TO SINGULARLY OR COLLECTIVELY AS "VIRUSES"). MEGAPLANIT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR THE MEGAPLANIT PORTAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT AND/OR ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, MEGAPLANIT DOES NOT WARRANT THAT THE MEGAPLANIT PORTAL WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS OR THAT THE MEGAPLANIT PORTAL COMMUNICATIONS SENT OR RECEIVED IN CONNECTION THEREWITH OR CLIENT'S USE OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR COMPLETELY SECURE, NOR DOES MEGAPLANIT MAKE ANY WARRANTY, OTHER THAN THE EXPRESS WARRANTY MADE IN SECTION 6.2(I) ABOVE, AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE MEGAPLANIT PORTAL. MEGAPLANIT SHALL HAVE NO LIABILITY FOR ANY INACCESSIBILITY OF THE MEGAPLANIT PORTAL, ANY VIRUS, TRAPS OR OTHER HARMFUL CODE DIRECTLY OR INDIRECTLY TRANSMITTED BY OR THROUGH THE MEGAPLANIT PORTAL (EXCEPT WHERE THE SAME WAS INTENTIONALLY OR KNOWINGLY TRANSMITTED BY MEGAPLANIT WITHOUT CLIENT'S CONSENT), OR ANY DELAY OR FAILURE OF ANY TRANSMISSION, COMMUNICATION OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED VIA THE MEGAPLANIT PORTAL. CLIENT SHALL BEAR SOLE RESPONSIBILITY TO DETERMINE WHETHER CLIENT'S USE OF THE SOFTWARE MEETS THE REQUIREMENTS OF LAWS AND REGULATIONS APPLICABLE TO CLIENT.

## **7. Compliance with Laws.**

Client shall at all times comply with all applicable laws and regulations in Client's access to and use of the MegaplanIT Portal. Without limiting the generality of the foregoing, Client will not export or re-export the MegaplanIT Portal without all required United States and foreign government licenses. All rights to use the MegaplanIT Portal are granted on condition that such rights are forfeited if Client fails to comply with the terms of this Agreement. IN NO EVENT WILL CLIENT, ON THE ONE HAND, OR MEGAPLANIT ON THE OTHER HAND, BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), FOR LOST PROFITS OR REVENUES, LOSS OF USE OR LOSS OF DATA, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR DELIVERABLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8. Limitation of Liability.**

NEITHER MEGAPLANIT NOR ANY OF ITS LICENSORS (INCLUDING WITHOUT LIMITATION THE PCI SECURITY STANDARDS COUNCIL AND ITS MEMBERS AND ANY OTHER APPLICABLE STANDARDS ORGANIZATION) (EACH A "MEGAPLANIT LICENSOR"), SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA OR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE MEGAPLANIT PORTAL, OR ANY COMMUNICATION OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED VIA THE MEGAPLANIT PORTAL, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, STATUTE, TORT OR NEGLIGENCE), EVEN IF MEGAPLANIT OR ANY MEGAPLANIT LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF CLIENT IS DISSATISFIED WITH THE MEGAPLANIT PORTAL, CLIENT'S SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR CLIENT TO DISCONTINUE CLIENT'S USE OF THE SOFTWARE AND TERMINATE THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL CUMULATIVE LIABILITY OF MEGAPLANIT (INCLUDING THE MEGAPLANIT LICENSORS) IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF ANY FEES ACTUALLY PAID BY CLIENT FOR USE OF THE MEGAPLANIT PORTAL. CLIENT ACKNOWLEDGES THAT THE DISCLAIMERS AND LIMITATIONS HEREIN REFLECT A FAIR ALLOCATION OF RISK AND THAT MEGAPLANIT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS ON ITS LIABILITY, AND CLIENT AGREES THAT THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES AGREE THAT THE LIABILITY OF MEGAPLANIT (INCLUDING THE MEGAPLANIT LICENSORS) SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH JURISDICTION.

## **9. U.S. Government Restricted Rights Notice.**

The MegaplanIT Portal was developed at private expense and is a Commercial Item, as that term is defined in 48 CFR 2.101, consisting of Commercial Computer MegaplanIT Portal and Commercial Computer MegaplanIT Portal Documentation as such terms are used in 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4, as applicable. The MegaplanIT Portal may be licensed to U.S. Government end-users only as a Commercial Item and with only those rights granted to all other end-users pursuant to the terms and conditions herein.

## **10. Omitted.**

**Q3 Project Priority Report (December 12, 2024 - NSRB Meeting)**

| <b>Project In Progress (Revised 11/18/2024) *Bold Date Indicates a Change</b> |  |   |            |                       |                     |                   |                 |
|---|--|---|------------|-----------------------|---------------------|-------------------|-----------------|
| Number  | Partner Name                                   | Project Name  | Start Date | Est. Month Completion | New Priority Status | End Date (Actual) |                 |
| 1   | Administrative Office of the Courts            | AOC eFiling RTV validation  | 10/17/2024 | Nov-24                | Tier 3              |                   |                 |
| 2   | Administrative Office of the Courts            | AOC Non-Case Probable Cause eFiling Enhancement   | 11/5/2024  | Dec-24                | Tier 3              |                   |                 |
| 3   | Administrative Office of the Courts            | AOC CDT Portal Enhancement  | 8/13/2024  | Nov-24*               | Tier 3              |                   | Partner Testing |
| 4   | Attorney General's Office                      | AGO Law Enforcement Support Microsite   | 8/12/2024  | Nov-24*               | Tier 3              |                   |                 |
| 5   | Attorney General's Office                      | AGO - Data Breach Submission and Display Portal   | 7/26/2024  | Nov-24*               | Tier 3              |                   | Partner Testing |
| 6   | Bellevue City                                  | Bellevue City Permits and Inspections   | 11/12/2024 | Dec-24                | Tier 2              |                   |                 |
| 7   | Colon Village                                  | Colon Village NLCC Renewal Local Set Up   | 8/23/2024  | Oct-24                | Tier 3              |                   | 10/2/2024       |
| 8   | David City                                     | David City NLCC Renewal Local Set Up  | 8/23/2024  | Oct-24                | Tier 3              |                   | 10/7/2024       |
| 9   | Department of Health & Human Services          | DHHS - Practitioner List Bed Count Change Request                                       | 11/4/2024  | Nov-24                | Tier 3              |                   | Partner Testing |
| 10  | Department of Health & Human Services          | DHHS License Search File Changes  | 7/1/2024   | Dec-24                | Tier 1              |                   | Partner Testing |
| 11  | Department of Motor Vehicles                   | DMV OTC Payment Device Change Request   | 7/16/2024  | Nov-24*               | Tier 2              |                   |                 |
|   | Department of Motor Vehicles                   | DMV Student Driver Safety Waiver / Certificates of Completion Modernization Enhancement | 2/6/2024   | Nov-24*               | Tier 3              |                   | Partner Testing |
| 12  | Department of Motor Vehicles                   | DMV Handicap Permits Modernization Enhancements   | 1/31/2024  | Dec-24*               | Tier 3              |                   | Partner Testing |
| 14  | Department of Motor Vehicles                   | DMV Motor Carrier CCP Integration   | 6/3/2024   | May-25                | Tier 1              |                   | Partner Testing |
| 15  | Governor                                       | Write the Governor EB Rewrite (EB)  | 10/2/2024  | Nov-24                | Tier 3              |                   |                 |
| 16  | Harvard City                                   | Harvard City NLCC Renewal Local Set Up  | 11/6/2024  | Nov-24                | Tier 3              |                   |                 |
| 17  | Hooper City                                    | Hooper City NLCC Renewal Local Set Up   | 8/26/2024  | Oct-24                | Tier 3              |                   | 10/7/2024       |
| 18  | Imperial City                                  | Imperial City NLCC Renewal Local Set Up   | 9/23/2024  | Nov-24                | Tier 3              |                   | 11/4/2024       |
| 19  | Motor Vehicles Industry Licensing Board        | MVILB ^EB Form submittal / payment site   | 11/16/2023 | Nov-24*               | Tier 3              |                   | Partner Testing |
| 20  | Nebraska Board of Examiners for Land Surveyors | NBELS - Land Surveyors Renewal Enhancements (EB)  | 10/7/2024  | Nov-24                | Tier 1              |                   | 10/31/2024      |
| 21  | Nebraska Department of Agriculture             | NDA Website Migration   | 9/21/2024  | Dec-24                | Tier 3              |                   |                 |
| 22  | Nebraska Department of Agriculture             | NDA Commodity Reporting Bulk Email Enhancement  | 10/24/2024 | Jan-25                | Tier 2              |                   |                 |
| 23  | Nebraska Department of Agriculture             | NDA Farmers Market Modernization Enhancement  | 4/29/2024  | Nov-24*               | Tier 3              |                   | Partner Testing |
| 24  | Nebraska Department of Agriculture             | NDA Dog and Cat Breeder Annual Fee Application - Spring Application                     | 11/8/2024  | Feb-25                | Tier 2              |                   |                 |
| 25  | Nebraska Department of Agriculture             | NDA Pesticide Reciprocal Verification Form  | 6/20/2024  | Oct-24                | Tier 2              |                   | 10/7/2024       |
| 26  | Nebraska Department of Environment and Energy  | Nebraska Department of Environment & Energy Website Build                               | 11/20/2023 | Nov-24*               | Tier 3              |                   | Partner Testing |
| 27  | Nebraska Library Commission                    | Nebraska Library Commission Event Registration (EB)                                     | 10/31/2024 | Nov-24                | Tier 3              |                   |                 |
| 28  | Nebraska Racing Commission                     | Racing and Gaming Commission Website  | 3/27/2024  | Dec-24*               | Tier 2              |                   | Partner Testing |
| 29  | Nebraska State Patrol                          | NSP - Appointment Calendar Elavon Auth Rule Change                                      | 9/12/2024  | Nov-24*               | Tier 1              |                   | Partner Testing |
| 30  | Nebraska Tourism Commission                    | Nebraska Tourism Commission Event Registration (EB)                                     | 9/30/2024  | Nov-24                | Tier 3              |                   | 11/5/2024       |
| 31  | Pleasanton Village                             | Pleasanton Village NLCC Renewal Local Set Up  | 9/25/2024  | Oct-24                | Tier 3              |                   | 10/15/2024      |
| 32  | Public Service Commission                      | PSC Remittance Modernization Enhancements   | 8/1/2024   | Nov-24*               | Tier 3              |                   | Partner Testing |
| 33  | Red Willow County Health Department            | Red Willow County Health Department PayPort   | 9/17/2024  | Oct-24                | Tier 3              |                   | 10/3/2024       |
| 34  | Shelby Village                                 | Shelby Village NLCC Renewal Local Set Up  | 8/26/2024  | Oct-24                | Tier 3              |                   | 10/15/2024      |
| 35  | State Fire Marshal                             | SFM Fireworks Permit Suite Modernization Enhancements                                   | 9/11/2024  | Dec-24                | Tier 3              |                   |                 |
| 36  | Sterling Village                               | Sterling Village Utility Payments (EB)  | 9/18/2024  | Nov-24                | Tier 3              |                   |                 |
| 37  | Tilden City                                    | Tilden City NLCC Renewal Local Set Up   | 10/9/2024  | Oct-24                | Tier 3              |                   | 10/10/2024      |
| 38  | Tobias Village                                 | Tobias Village NLCC Renewal Local Set Up  | 9/23/2024  | Oct-24                | Tier 3              |                   | 10/15/2024      |
| 39  | Veterans' Affairs                              | NDVA - Form Changes   | 11/4/2024  | Nov-24                | Tier 2              |                   |                 |
| <b>Project Completed in Quarter 2 2024</b>                                    |  |   |            |                       |                     |                   |                 |
| Column1   | Partner Name                                   | Project Name  | Start Date | Est. Month Completion | New Priority Status | End Date (Actual) |                 |
| 40  | Administrative Office of the Courts            | AOC Judge Portal Web Service Change   | 8/13/2024  | Sep-24                | Tier 3              |                   | 9/10/2024       |
| 41  | Administrative Office of the Courts            | AOC Online Payments Maximum Limit   | 7/17/2024  | Sep-24                | Tier 3              |                   | 9/17/2024       |
| 42  | Administrative Office of the Courts            | AOC Batch Filing Enhancement  | 5/20/2024  | Aug-24*               | Tier 2              |                   | 8/6/2024        |
| 43  | Administrative Office of the Courts            | AOC eNotice Mail Log Enhancement  | 5/6/2024   | Aug-24*               | Tier 2              |                   | 8/1/2024        |
| 44  | Big Springs Village                            | Big Springs Village Utility Payments (EB)   | 5/10/2024  | Jul-24*               | Tier 3              |                   | 7/11/2024       |
| 45  | Cedar County Clerk 13                          | Cedar County Clerk NLCC Renewal Local Set Up  | 8/19/2024  | Aug-24                | Tier 3              |                   | 8/29/2024       |
| 46  | Department of Motor Vehicles                   | DMV DLS Free ID Cards Legislative Enhancement Project                                   | 3/21/2024  | Jul-24                | Tier 3              |                   | 7/1/2024        |
| 47  | Department of Motor Vehicles                   | DMV CDL Skills Testing Modernization  | 11/15/2023 | Aug-24*               | Tier 3              |                   | 8/22/2024       |
| 48  | Department of Motor Vehicles                   | DMV Specialty Plate Portal Fee Change   | 8/30/2024  | Oct-24                | Tier 3              |                   | 9/30/2024       |
| 49  | Equal Opportunity Commission                   | Equal Opportunity Commission Website  | 4/22/2024  | Aug-24                | Tier 3              |                   | 7/1/2024        |
| 50  | Franklin City                                  | Franklin City NLCC Renewal Local Set Up   | 8/5/2024   | Aug-24                | Tier 3              |                   | 8/12/2024       |
| 51  | Geneva City                                    | Geneva City NLCC Renewal Local Set Up   | 8/15/2024  | Aug-24                | Tier 3              |                   | 8/21/2024       |
| 52  | Hoskins Village                                | Hoskins Village NLCC Renewal Local Set Up   | 8/27/2024  | Sep-24                | Tier 3              |                   | 9/10/2024       |
| 53  | Humphrey City                                  | Humphrey City NLCC Renewal Local Set Up   | 8/5/2024   | Aug-24                | Tier 3              |                   | 8/23/2024       |
| 54  | Lexington City                                 | Lexington City PayPort  | 8/21/2024  | Sep-24                | Tier 3              |                   | 9/19/2024       |
| 55  | Mead Village                                   | Mead Village NLCC Renewal Local Set Up  | 8/5/2024   | Aug-24                | Tier 3              |                   | 8/14/2024       |
| 56  | Nebraska Brand Committee                       | NBC - Inspection Rate Change Enhancement  | 8/15/2024  | Sep-24                | Tier 3              |                   | 9/30/2024       |
| 57  | Nebraska Department of Agriculture             | NDA Change penalty date on food renewal application                                     | 8/27/2024  | Aug-24                | Tier 3              |                   | 8/29/2024       |
| 58  | Nebraska Department of Agriculture             | NDA Domesticated Cervine Change Request   | 7/1/2024   | Aug-24*               | Tier 3              |                   | 8/13/2024       |
| 59  | Nebraska Department of Agriculture             | NDA Dog and Cat Breeder Annual Fee Application - Fall Application                       | 7/29/2024  | Sep-24                | Tier 2              |                   | 9/12/2024       |
| 60  | Peru City                                      | Peru City NLCC Renewal Local Set Up   | 8/19/2024  | Sep-24*               | Tier 3              |                   | 9/11/2024       |
| 61  | Scotts Bluff County Clerk 21                   | Scotts Bluff County NLCC Renewal Local Set Up   | 8/15/2024  | Aug-24                | Tier 3              |                   | 8/21/2024       |

|    |                            |   |           |         |        |           |
|----|----------------------------|---|-----------|---------|--------|-----------|
| 62 | State Electrical Division  | SED - Homeowner Permit Handout Change Request     | 7/17/2024 | Jul-24  | Tier 2 | 7/25/2024 |
| 63 | Sterling Village           | Sterling Village PayPort                          | 7/26/2024 | Aug-24  | Tier 3 | 8/22/2024 |
| 64 | Washington County Clerk 29 | Washington County Clerk NLCC Renewal Local Set Up | 8/7/2024  | Aug-24  | Tier 3 | 8/29/2024 |
| 68 | Wausa Village              | Wausa Village NLCC Renewal Local Set Up           | 8/15/2024 | Sep-24* | Tier 3 | 9/11/2024 |
| 66 | Workers Compensation Court | WCC eFiling MCLE Migration                        | 8/6/2024  | Aug-24  | Tier 1 | 8/26/2024 |



November 22nd, 2024

Libby Elder, Executive Director  
Nebraska State Records Board

RE: Financial Reporting for 2025 Business Plan

Dear Director Elder,

I am writing to inform you that we are unable to share our projected 2025 financials with you at this time. As a publicly traded company, we are subject to strict Securities and Exchange Commission (SEC) regulations regarding the release of financial information. While Nebraska is a small subset of the numbers, these regulations prohibit us from releasing financial information to any third party, including the Nebraska State Records Board (NSRB), until it has been reviewed and approved by Tyler Technologies Corporate.

We apologize for any inconvenience this may cause. We are committed to transparency and will share our financials with you as soon as they are approved. In the meantime, please do not hesitate to contact us if you have any questions.

Thank you for your understanding.

Sincerely,

A handwritten signature in black ink, appearing to read "Tanner Hughes". The signature is written in a cursive style with a horizontal line above the first name and a long horizontal line extending from the end of the last name.

Tanner Hughes  
General Manager, Tyler Technologies, Nebraska

CC: Robert Evnen, Secretary of State & NSRB Chairperson



## Letter from General Manager

As we celebrate 30 years of partnership with the great state of Nebraska, we reflect on a journey marked by innovation and progress. What began as a vision in 1995 has evolved into a powerful collaboration, transforming government services and enhancing the lives of Nebraskans.

2024 was a year of significant achievements. We were steadfast in our commitment to collaborative partnerships, fostering a culture of innovation for modern, efficient government services all delivered with unwavering pride and accountability. This focus has positioned us for continued success in 2025.

As we look forward to the upcoming year, the excitement for a solid future together is evident. Together agencies and Tyler have opened a door for growth and long-term partnership that can continue to bring valuable services to citizens, visitors, and businesses alike, all while streamlining the government process ahead.

Together with the Nebraska State Records Board (NSRB), we've embarked on an exciting path of growth and innovation. Our shared vision is to empower citizens and businesses by streamlining government processes and delivering exceptional services.

### Key Initiatives for 2025:

- **Modernizing Technology Infrastructure:** We will continue to invest in cutting-edge technologies to enhance efficiency and value across various platforms.
- **Elevating the Citizen Experience:** Leveraging the power of AI, we will streamline government interactions, making them more convenient and user-friendly for all Nebraskans.
- **Driving AI Innovation:** We will harness the potential of AI to revolutionize government operations, delivering innovative solutions that drive positive outcomes.

We are excited about the opportunities that lie ahead. With the support of the NSRB, agencies, and citizens, we are confident in our ability to deliver tangible value and become an indispensable partner for the State of Nebraska.

Sincerely,



Tanner Hughes  
General Manager | Tyler Nebraska



## Table of Contents

|  |           |
|--|-----------|
| <b>Letter from General Manager</b> .....                       | <b>2</b>  |
| <b>Existing Services</b> .....                                 | <b>4</b>  |
| Technology Infrastructure Upgrades .....                       | 4         |
| Payment Services .....   | 6         |
| <b>Portal Growth</b> .....                                     | <b>7</b>  |
| Streamlined Project Intake with the Nebraska Project Hub ..... | 7         |
| Enhancing the Citizen Journey.....                             | 8         |
| Enabling Citizens through the Nebraska AI Assistant .....      | 9         |
| Bringing AI Innovation to the State .....                      | 10        |
| Enabling Data through AI .....                                 | 11        |
| Areas of Opportunity .....                                     | 12        |
| Simplify the Nebraska.Gov experience .....                     | 12        |
| Central Data Platform to Enable State Data .....               | 12        |
| Citizen Payments .....   | 13        |
| Intelligent Inspections across Nebraska Agencies .....         | 13        |
| Expanding Partnerships .....                                   | 14        |
| Centralized Marketing Expertise .....                          | 15        |
| <b>Financial Performance (Budget 2025)</b> .....               | <b>16</b> |
| Accounting Services .....                                      | 16        |
| <b>Accountability Chart</b> .....                              | <b>17</b> |
| Subcontractor Information .....                                | 18        |
| Dogwood Media .....  | 18        |



# Existing Services

## Technology Infrastructure Upgrades

In July and November 2023, Tyler Technologies, Nebraska unveiled a pivotal shift in its technology modernization strategy, prioritizing accountability in completing essential updates to aging applications, websites, and forms. This transformation represents a significant 57% overhaul of the technology portfolio. Tyler Technologies has invested \$3,900,000 in this modernization effort, with no additional costs incurred by the state.

### New Value for Nebraska

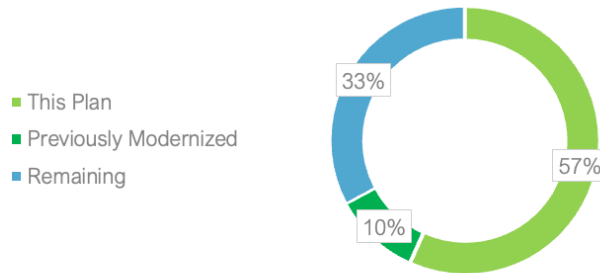
#### Top 5 values for agencies and citizens

1. Quick Delivery
2. Time-Saving Automation
3. Scalable Performance
4. Improved Availability
5. Enhanced Security

#### Technology Pivot



#### Portal Modernization



#### Tyler's Modernization Investment

**\$3.9 Million**

\*Licensing, Hosting, Employee time

© Tyler Technologies 2023



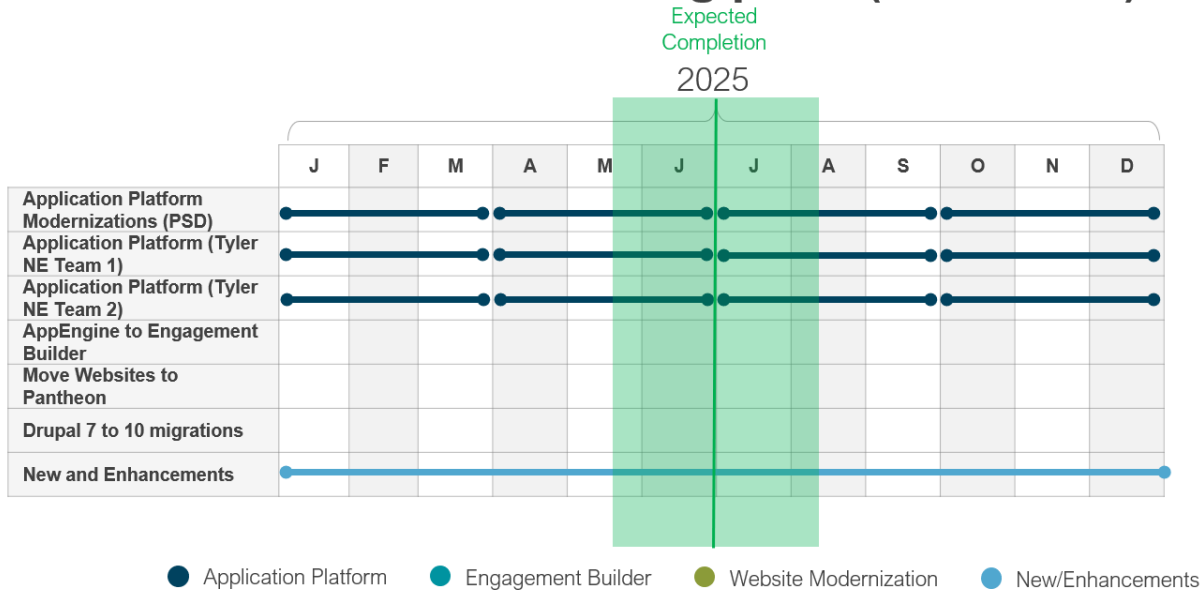
Throughout 2024, the overall modernization effort has been a huge success! In partnership with Pantheon, we have successfully migrated all our Drupal websites to the cloud, migrated all of our citizen engagement forms to Engagement Builder, updated our Drupal 7 environments to the current Drupal 10 code base, and migrated a significant portion of our legacy technology portfolio to the Tyler Application Platform. In addition to our modernization portfolio, Tyler Nebraska enhanced 231 unique applications.

Each of these three modern platforms embodies government efficiency capabilities and has proven its value for those agencies currently utilizing them. The Department of Motor Vehicles (DMV) digital transformation and the automated reporting and finance reconciliation with the



Department of Agriculture (NDA) have both yielded substantial returns on investment, evident in staff savings and positive citizen interactions. Because of the shift the NSRB approved in July 2023, we are beginning to see interest in these platforms as expected. The growth through these Tyler platforms is driving long-term plans in agencies to drive towards our value-added solutions.

## Timeline for all moving parts (Continued)



© Tyler Technologies 2023



In 2025, as presented in Q3 of 2023, our current technical replatforming projects are expected to continue into the middle of 2025. The goal is to complete 80% of the modernizations within the planned quarter. The requested 20% flexibility is attributed to factors such as business launch requirements and additional customer-driven scope enhancements. The chart above showcases where we are expecting to see the modernization projects taper off, freeing up resources to begin focusing on the future endeavors outlined in this plan.

Tyler Nebraska is firmly committed to delivering tangible results through the modernization plan, keeping it the top priority among major business objectives. As illustrated in the timeline above, Tyler Nebraska's multi-threaded approach to modernization leverages extended Tyler Platform services teams and local development teams to achieve this goal. By January 1, 2025, we expect the overall modernization effort to be 71% completed by complexity and 97% completed by volume.



# Payment Services

## Payment Processing Innovation and Security

In 2024, we embarked on a significant initiative to modernize our payment processing infrastructure. We successfully upgraded over 145 devices across our county and city partners to state-of-the-art models, enabling seamless transactions through Apple Pay, tap-to-pay, and chip technology. These upgrades, exclusively available to Fiserv credit card processing users, have already enhanced customer experience and operational efficiency.

To extend these benefits to our entire partner network, we're actively working on a comprehensive upgrade plan for the remaining 401 devices across various municipalities and state partners. A key component of this effort is the implementation of Monetra, a powerful tool that will streamline device certification on the Elavon processor. We're excited to announce the final stages of research, development, and testing - paving the way for a smooth and efficient upgrade process in 2025.

## Elevating Security Standards

In addition to hardware upgrades, we've been diligently working to strengthen our security posture. In response to the release of PCI DSS 4.0 in March 2024, we've proactively addressed new compliance requirements, including vulnerability scanning of all Tyler applications and state-run applications that integrate with our payment services. While most of our partners are well-positioned to meet these standards, we're actively collaborating with a select few municipalities to ensure their continued compliance by April 2025.

## Our Commitment to You

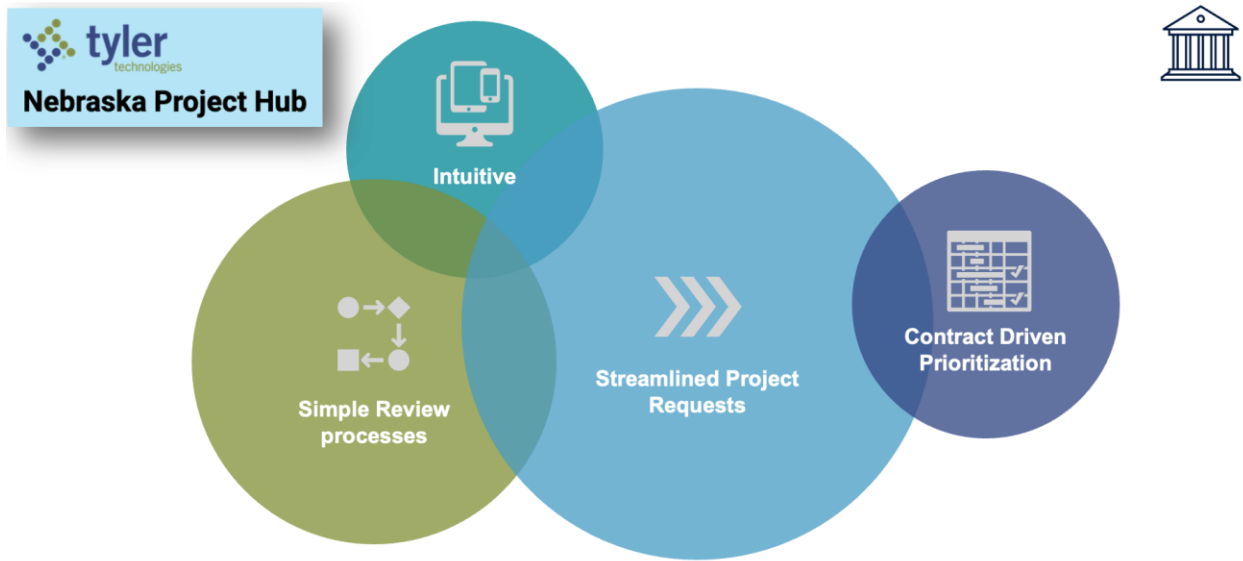
By prioritizing cutting-edge technology and stringent security measures, we're committed to delivering seamless, secure, and efficient payment processing solutions. We're excited about the future of payment processing, and the positive impact it will have on our partners and their customers.



# Portal Growth

In 2024, Tyler Nebraska has added the following opportunities to our plan for growth. These opportunities are just a few major places where Tyler Nebraska can bring value through modern and efficient government technology services.

## Streamlined Project Intake with the Nebraska Project Hub



### The NEW Nebraska Project Hub

Access through our website. <https://www.nebraska.gov/partners>

© Tyler Technologies 2023



In November 2023, we unveiled the Nebraska Project Hub, a groundbreaking project intake form designed to revolutionize the way we identify, prioritize, and deliver projects. Since its launch, we've successfully processed over 122 project requests, significantly streamlining the process for Nebraska agencies.

By empowering agencies to efficiently capture their business requirements and acceptance criteria upfront, the Project Hub enables us to respond more quickly and effectively. This streamlined approach not only saves time but also ensures that projects are aligned with the state's strategic goals. Ultimately, this translates to improved services and outcomes for Nebraska citizens.

As we move forward into 2025, the Project Hub will continue to be a cornerstone of our project management process. By simplifying the intake process, we can dedicate more resources to developing innovative solutions that address the evolving needs of Nebraska.



## Enhancing the Citizen Journey

A 2024 market survey revealed a concerning trend: 61% of citizens find government interactions stressful, and a staggering 60% are unsure where to turn for help. We've all experienced the frustration of navigating complex government systems. It's time to change that. Our vision is to create a simple, human-centered experience that empowers citizens to easily access the government services they need.

### Citizen Engagement Market Research: Nebraska



61%

Dealing with the government is stressful



37%

I wish government made it easier to use digital services



59%

Centralizing all services in one app or website will make my life easier



23%

The structure of Federal, State, Local Government is confusing



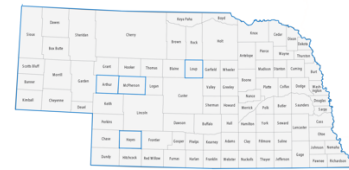
60%

I do not understand where to go to find the services I need



55%

Make services mobile-friendly will make my experience better



89/93 Counties included in Research



Respondents were 18-80+ yrs old of all and span ethnicities, religions, and income levels

© Tyler Technologies 2023



At Tyler Nebraska, we believe our mission is to transform the way residents, visitors, and businesses interact with the State of Nebraska through innovative experiences. By prioritizing resident engagement, personalization, and Artificial Intelligence, we aim to create a more efficient, transparent, and satisfying interaction for all stakeholders.

Enhancing the Citizen Journey is a multiple year vision that has many components to it. We believe that those components include:

- AI-Driven Resident Interaction
- Intuitive Web and Mobile navigation
- Centralized Digital Identity and Access Management
- Connected Digital Services and Forms
- Cross-Agency User Interests and Notifications
- Robust Digital Records and Permissions



## Enabling Citizens through the Nebraska AI Assistant

A major hurdle in the citizen journey lies with navigating the number of agency sites across Nebraska.gov. Currently, navigating the website requires precise knowledge of where to find specific services. This can be frustrating and time-consuming, especially for those unfamiliar with government structures.

*“Finding information online is difficult! You must know exactly where to go to get the right information. Unfortunately, it took me two visits to the DMV to get my license renewed because I couldn’t find all the information for the type of service I needed.”*

- Recent quote from a citizen when asked about their citizen journey.

Here's where AI can help! By incorporating AI into Nebraska.gov, we can create a more intuitive experience. Imagine an intelligent assistant that understands your needs and guides you directly to the relevant information or service, eliminating the guesswork and frustration.

How do I renew my drivers license online?

To renew your driver's license online in Nebraska, you need to meet certain conditions and follow a few steps. Here's a simple guide:

### Eligibility Criteria

- 1. Name and Physical Description:** Your name and physical description must not have changed since your last license was issued. The photo and physical description from your current license will be used for the new one.
- 2. Age Restrictions:** You can renew your Class O (car) or Class M (motorcycle) license online if it expires before your 72nd birthday. For a Commercial Driver's License (CDL), online renewal is possible every other renewal period under the same age condition.
- 3. Replacement Limit:** You should not have obtained more than two replacements online in the last five years.
- 4. CDL Specifics:** If you have a CDL, you cannot change your self-certification category type or have a Hazmat endorsement.

### Steps to Renew Online

- 1. Visit the Nebraska DMV Website:** Go to the [Nebraska DMV Online Services](#) page.
- 2. Prepare Required Information:** Have your current driver's license, a valid email address, and a credit card (MasterCard, Visa, or Discover) ready for payment.
- 3. Follow the Online Instructions:** Complete the online renewal process by entering your information.

Start a conversation...

When Tyler Nebraska developed our AI assistant, we studied what ways state’s adopt AI and through visiting with our country wide partners, we have heard your voice say that in order to implement AI in a government space, we must do it in the safest way possible, without hallucinations. We know how important it is for government to build and maintain public trust,





and that technology must support that role. To maintain and grow trust while implementing AI, we place guardrails around what answers can be provided and limit the responses to only what exists on Nebraska.gov. We also believe that every response should be referenceable so citizens can trust and verify the information being provided.

## Bringing AI Innovation to the State

The public sector is at a critical juncture, facing several challenges that AI can help address. Here are some key issues:

- **Aging Workforce:** A significant portion of government employees are nearing retirement age, creating a potential skills gap.
- **Data Silos:** Government data is often fragmented and inaccessible, hindering data-driven decision-making.
- **Citizen Frustration:** Citizens frequently encounter confusing or misleading information, leading to frustration and dissatisfaction.
- **Service Delivery Delays:** Government processes can be slow and inefficient, resulting in long wait times for citizens.

AI is revolutionizing the way governments operate. In today's era of resource constraints, AI offers a powerful solution to boost productivity, inform decision-making, and enhance service delivery. At Tyler, we believe AI is more than just a chatbot. It's a transformative force with the potential to reshape government operations. Here are eight key areas where AI is delivering real-world benefits:



### **Advanced Task Automation**

Tyler Assistants automate the repetitive tax and toil that gets in the way of your staff serving your residents



### **Resource Allocation & Risk Modeling**

Tyler Assistants can increase the productivity of your field facing personnel by up to 30%



### **Data Entry & Document Processing**

Tyler Assistants can reduce the amount of manual data entry by as much as 50%, saving hundreds of thousands of dollars, while increasing accuracy



### **Fraud Detection & Revenue Recovery**

Using the latest advancements in predictive analytics, Tyler Assistants can help identify anomalies in critical revenue and spending data



### **Resident Engagement**

Tyler Assistants remove the barriers that prevent your residents from accessing the services they need, increasing resident satisfaction and reducing call-center spend



### **Data Analysis, Reporting & Forecasting**

Tyler Assistants provide every member of your staff with a 24x7 analyst that can answer their most critical questions, not just about what did happen, but what will happen



### **Product Support, Education and Training**

Tyler Assistants help users understand our applications and the nuances of the public sector, making new staff immediately productive



### **Conversations**

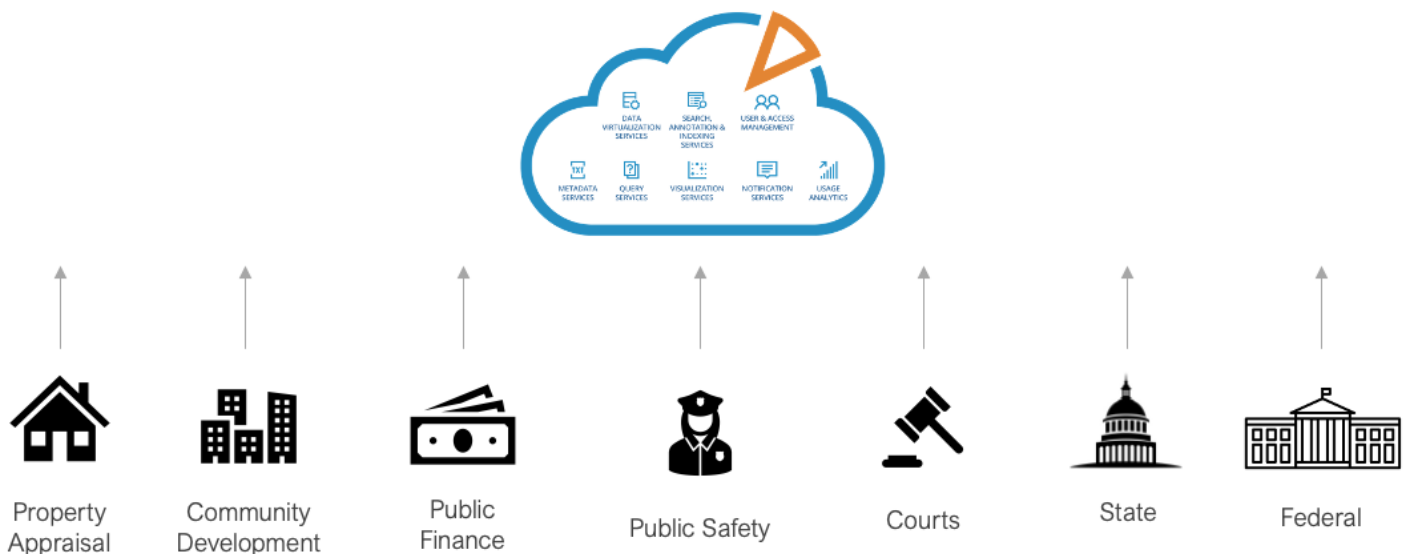
Tyler Assistants can help answer in-bound calls from residents, freeing up your staff for higher value tasks



## Enabling Data through AI

In recent board meetings, we were asked how we can streamline the state's data to do more with the data we have. Today, data exists in every agency and in many cases is collected, however, it is not utilized to make a smarter government interaction. The biggest barrier to data is a platform to enable it, and the effort to centralize that data into a common location. Tyler brings a solution to both of those problems that greatly reduces the effort to enable your data.

## Breaking down silos through a unified data platform



© Tyler Technologies 2023



Tyler's Data and Insights (D&I) tool breaks down silos by providing an analytics platform that enables data where it exists today. Think of Data and Insights as a data warehouse in-a-box for the public sector. After D&I is connected to the data's source system, we can automate the flow of data to a central location without having to centralize the source. This connection enables dissimilar types of data storage mediums to share data for a common output.



## Areas of Opportunity

### Simplify the Nebraska.Gov experience

#### Area of Opportunity

- It has been seven years since Nebraska.gov, the home page for the state, has seen a fresh redesign. Survey data and board member feedback suggest it's time to reimagine the citizen journey. Using enhancements in AI and using a human centered design, we believe that overhauling the design and functionality of Nebraska.gov will bring a simpler connection for citizens to its government.

Beyond enhancing the citizen experience, we're committed to empowering the agency staff who create and maintain Nebraska.gov. By modernizing the core platform, we can integrate generative AI tools. This cutting-edge technology will assist website authors in crafting richer, more engaging content for Nebraskans.

#### Measurable Outcome

- Enhance the citizen's journey
- Use Tyler's AI Assistant to make navigating government easy
- Expand the mediums people can access Nebraska government

#### Major Components for Solution

- Tyler Data and Insights
- Tyler AI
- Engagement Builder
- Meadowlark

### Central Data Platform to Enable State Data

#### Area of Opportunity

- At Tyler Nebraska, we understand the transformative potential of data-driven decision-making in government. In response to the NSRB's call to action, we've recently showcased the Tyler Data and Insights tool. This innovative solution empowers the state to leverage existing data from various source systems to make informed, data-driven decisions.

Imagine the possibilities when your data can speak for itself. By infusing AI into our tool, we're unlocking new insights and empowering state and local partners to ask critical questions like, "What hidden trends are lurking within my data?" and "How can I leverage this information to improve decisions, services, and outcomes?"

#### Measurable Outcome

- Enhanced resource allocation



- Better public services
- Risk mitigation
- Innovation and Future planning
- Enhanced Transparency

#### Major Components for Solution

- Tyler Data and Insights

## Citizen Payments

#### Area of Opportunity

- Tyler's Disbursements software streamlines and connects digital disbursements and card issuance on a single platform, empowering your agency to make payouts, both individually and en masse, for a variety of government needs, including jury duty, court-mandated child support, restitution, procurement, unemployment, inmate release, election workers, vendor payments, and more.

#### Measurable Outcome

- Enhanced Citizen Journey
- Additional Revenue
- Efficient Government Process

#### Major Components for Solution

- Tyler Disbursements

## Intelligent Inspections across Nebraska Agencies

#### Area of Opportunity

- After meeting with several Nebraska agencies, we've identified a significant gap in their inspection and survey processes. Many agencies still rely on paper-based or disconnected systems, hindering efficiency and data analysis. Inspectors often lack real-time access to critical information, such as previous inspection results or relevant patterns. By implementing a unified, digital solution, we can streamline workflows, reduce paperwork, and accelerate data collection. This will empower inspectors to make informed decisions in the field and enable analysts to identify trends and potential risks more effectively

#### Measurable Outcome

- AI assisted analyst
- Cost-avoidance for reporting, research, and route-optimization
- Efficient Inspection Process

#### Major Components for Solution

- Tyler Augmented Field Operations
- Tyler Application Platform



## Expanding Partnerships

The acquisition of NIC by Tyler Technologies has opened up a vast new landscape of partnership and expansion opportunities within the government sector. Previously inaccessible pockets of government are now within reach, presenting a wealth of possibilities to deliver value and impact.

In 2024, Tyler Technologies established or extended partners with:

- Nebraska State Patrol
- Nebraska State Electrical Division
- Racing and Gaming
- Department of Environment and Energy
- Attorney General's Office
- Abstract Board of Examiners
- Equal Opportunity Commission
- Several city and county governments

While Tyler Nebraska has existing relationships with some of these agencies, we believe that a deeper understanding of their unique needs will reveal even greater opportunities for collaboration. By engaging in thorough agency needs discovery, we can tailor our comprehensive suite of solutions to address their specific challenges and aspirations.

The following state departments represent promising avenues for exploration:

- Department of Health and Human Services
- Department of Transportation
- Department of Education
- Department of Administrative Services
- Department of Labor
- Department of Corrections

Through strategic partnerships and a commitment to understanding the evolving needs of government agencies, Tyler Nebraska is poised to play an increasingly vital role in shaping the future of public services in Nebraska. By leveraging our expertise and resources, we can empower these agencies to operate more efficiently and securely while enhancing the lives of Nebraskans.



## Centralized Marketing Expertise

The acquisition of NIC by Tyler Technologies has brought about a unified marketing force, empowering us to deliver comprehensive support to our Nebraska customers. To further enhance our capabilities, Tyler Nebraska has assigned a dedicated marketing representative to our portal, ensuring that customers have direct access to expert guidance.

Our marketing team actively engages with our portal customers to gain insights into their needs and opportunities. They then collaborate with partners across the broader Tyler Technologies organization to identify the most suitable solutions. This synergy harnesses the power of our expanded reach to drive growth and success for our Nebraska clients.

Beyond fostering new marketing growth opportunities, Tyler Nebraska actively participates in various marketing conferences throughout the year. These events provide a platform to forge new connections, strengthen existing partnerships, and stay abreast of emerging trends. By engaging with industry experts and peers, we gain valuable insights into local and national initiatives that impact agencies and their operations, enabling us to tailor our support accordingly.

In 2025, we are committed to attending the following conferences to further strengthen our presence and connect with Nebraska's community:

- Nebraska State Bar Association Annual Conference
- Nebraska Cyber Security Conference
- American Association of Motor Vehicle Administrators (AAMVA) Region 3 Conference

### **Tyler Connected States Conference**

In addition to connecting to Nebraska through local conferences, Tyler Technologies also hosts its annual user conference, Tyler Connect, which features a dedicated space for connecting state resources with other Tyler contract states. This is a great opportunity for Nebraska key stakeholders and board members to explore what other states are doing, and the value Tyler can offer! **The Tyler Connected State's conference will be held in San Antonio May 12<sup>th</sup> – 14<sup>th</sup>.**

Through our centralized marketing expertise and active involvement in the industry, we are dedicated to empowering Nebraska's agencies with the resources and support they need to thrive. By fostering meaningful connections and staying at the forefront of marketing trends, we are poised to drive growth and innovation for our Nebraska customers.



# Financial Performance (Budget 2025)

Unable to populate at this time, Please see attached Financial letter to the NSRB.

| Category                        | 2025 Budget | % Increase (Decrease)<br>Compared to 2024 |
|---------------------------------|-------------|---|
| NSRB Revenue                    |             |   |
| Merchant and Payment Processing |             |   |
| General & Administrative        |             |   |
| IT Development                  |             |   |
| Compliance                      |             |   |
| Marketing and Advertising       |             |   |
| Operating Expenses              |             |   |
| Total Expenses                  |             |   |

## Accounting Services

Tyler Nebraska does not plan to make any significant changes to our accounting services this year.

## Balancing Revenue and Non-Revenue

Tyler Technologies provides many of its services at no cost to the state through our revenue generating contract and will continue to do so as our contract continues in 2025. Examining the Nebraska application portfolio - **45% (553 services) of the applications in the Nebraska portfolio are in-kind services meaning there is no payment associated with the application at all.**

Tyler Nebraska has seen a **223% increase in successful project volume** this year (86 in 2023), primarily due to modernization projects. So far in 2024, we have completed, or we are in the process of completing 278 projects and enhancements, 268 of which were funded by new or current revenue generation, while only 10 projects were funded by time and material. In addition, under our contract in 2024, **\*~99.2% of all Tyler Nebraska revenue came at no cost to an agency.**

Future projects listed in this plan may include a mixture of self-funded projects and paid projects. The funding mechanism for each project Tyler Nebraska does is a discussion between the NSRB as the opportunity becomes a reality.

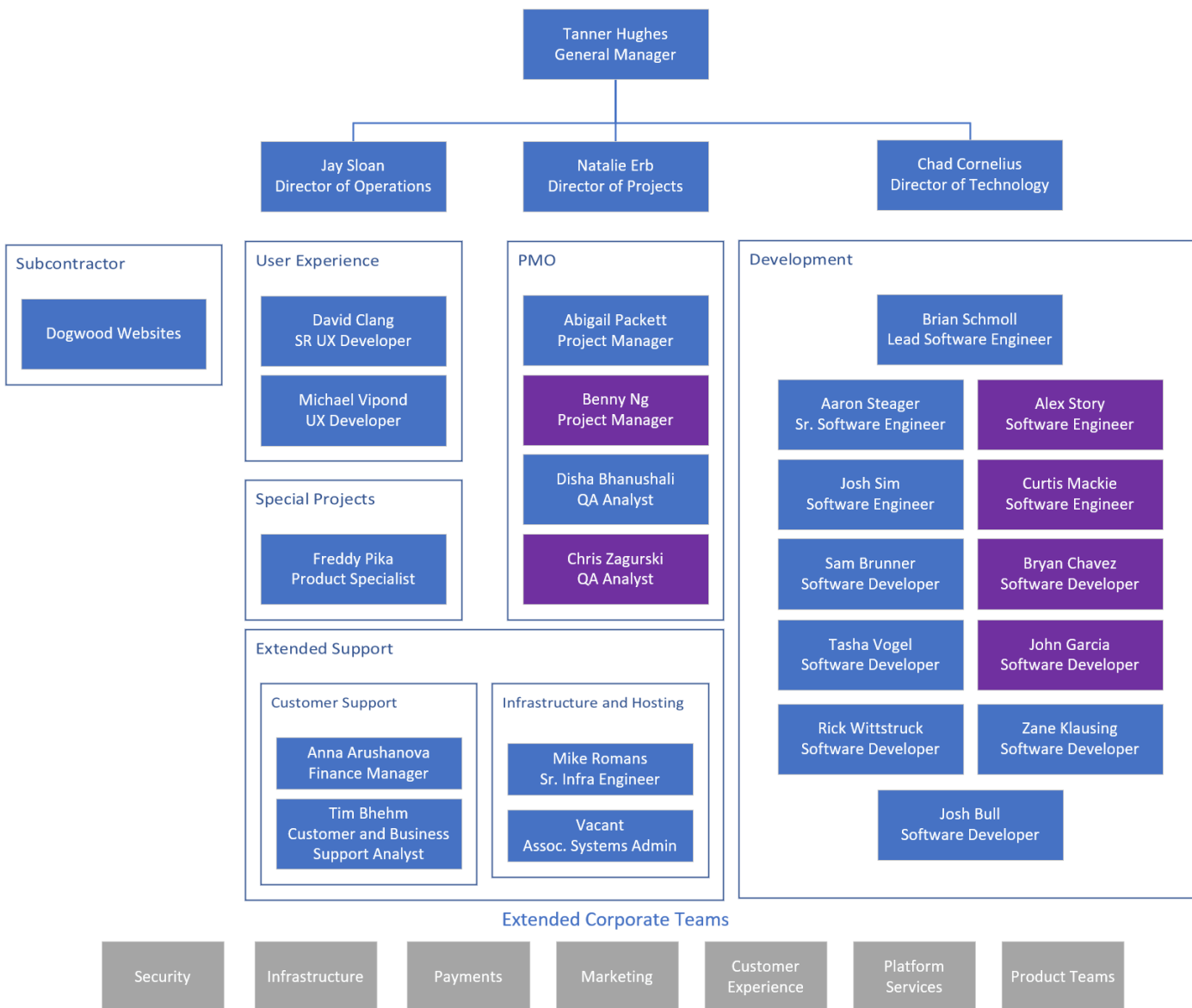
\*As of October 31, 2024



# Accountability Chart

We anticipate minimal changes to our team structure this year. Last year, we leveraged extended corporate and subcontractor teams to address Nebraska's evolving technology needs.

To facilitate our transition to the Tyler Application Platform, the platform services team will provide essential support. Additionally, we will continue to partner with Dogwood Media, a Tyler Wide corporate subcontractor, to deliver state websites while our design team focuses on building a robust foundation for an enhanced citizen experience.





## Subcontractor Information

As required in our contract, below is the information regarding our subcontractors.

### Dogwood Media

- a. Subcontractor: Dogwood Media
- b. Address: 65B Scotia Drive, Pike Road, AL 36064
- c. Phone: 334-425-0009
- d. Specific tasks of each subcontractor(s),
  - a. Subsidizing content creation for websites
- e. Percentage of performance hours intended for each subcontractor; and Total percentage of subcontractor(s) performance hours.
  - a. Only one subcontractor currently working on websites.



# General Manager's Report

July 1st - September 30th  
Quarter 3 2024

## Executive Summary

In Q3, Tyler Nebraska maintained momentum in its modernization initiatives, further strengthening our technical infrastructure and expanding our partnerships with key state agencies. Significant strides were made in migrating applications to the Tyler Application Platform (AP), transitioning to Drupal 10, and executing a range of new projects that drive substantial value for our clients.

### **Key Achievements:**

**Advancements in the Tyler Application Platform (AP) Migration:** Building on previous quarters, we continued the migration of applications to the Tyler AP, paired with targeted enhancements to improve usability and performance. Several applications have successfully launched since the last board meeting, while others are currently undergoing partner testing. Agency teams are actively validating these applications to ensure a seamless transition, prioritizing minimal disruption for end-users.

**Drupal 10 Upgrade on Track:** Following the completion of the Pantheon migration in Q2, our focus shifted to upgrading from Drupal 7 to Drupal 10. This upgrade remains on schedule to conclude by year-end, marking a major milestone in our modernization strategy and supporting long-term system stability and security.

**New Projects and Enhancements:** In alignment with our commitment to providing ongoing value, we have initiated multiple new projects, site enhancements, and website launches. These efforts are highlighted in the Project Priority Report, reflecting the broad range of improvements tailored to meet the specific needs of our agency partners.

### **Looking Ahead:**

As we approach the final quarter, our modernization efforts remain fully aligned with the goals outlined in the Modernization Plan. Tyler Nebraska continues to focus on delivering high-quality, scalable solutions that enhance the digital experience and operational efficiency for agency clients. These initiatives position us well for sustained growth and adaptability in the coming years.

Additionally, we are thrilled to announce a significant accolade for our recent project with the Nebraska Attorney General's Office. Their website has received the Silver Award from the Davey Awards, an honor that underscores the exceptional quality and innovative design of the site. The Davey Awards are widely respected in the industry, celebrating creativity and excellence in digital design, and this recognition affirms the high standards of our work and partnership with the Attorney General's Office.

Tyler Nebraska remains dedicated to driving forward with impactful, user-focused solutions and strengthening our reputation as a trusted partner to the State. Thank you for your continued support as we look forward to a productive close to the year.

Tanner Hughes  
General Manager  
Tyler Nebraska

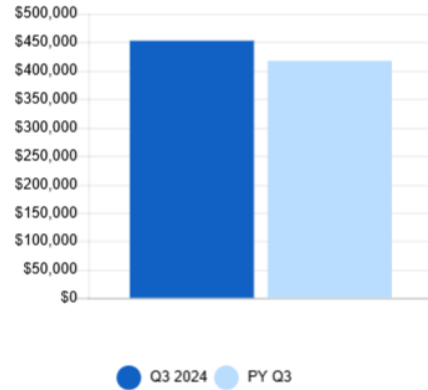
## Financials

### Quarter 3 Financial Metrics

| Primary                            | Q3 2024     | PY Q3       | Q3% Variance | YTD 2024    | YTD 2023    | YTD Variance (%) |
|------------------------------------|-------------|-------------|--------------|-------------|-------------|------------------|
| NI Revenue                         | \$3,220,642 | \$3,142,686 | 2.50%        | \$9,654,914 | \$9,540,329 | 1.20%            |
| 20% NSRB Margin Share              | \$452,527   | \$417,386   | 8.40%        | \$1,343,934 | \$1,318,615 | 1.90%            |
| Gross Margin                       | \$2,768,115 | \$2,725,300 | 1.60%        | \$8,310,980 | \$8,221,714 | 1.10%            |
| Merchant and Payment Processing    | \$886,233   | \$793,786   | 11.60%       | \$2,610,780 | \$2,345,727 | 11.30%           |
| General and Administrative Costs   | \$57,365    | \$19,407    | 195.60%      | \$168,317   | \$76,340    | 120.50%          |
| IT and Development                 | \$911,397   | \$849,804   | 7.20%        | \$2,689,666 | \$2,587,684 | 3.90%            |
| Compliance                         | \$2,074     | \$2,683     | -22.70%      | \$16,146    | \$14,110    | 14.40%           |
| Marketing and Advertising          | \$10,500    | \$35,341    | -70.30%      | \$31,500    | \$105,293   | -70.10%          |
| Operating expenses                 | \$643,248   | \$545,832   | 17.80%       | \$1,920,781 | \$1,691,831 | 13.50%           |
| Total Expenses                     | \$2,510,817 | \$2,246,853 | 11.70%       | \$7,437,191 | \$6,820,984 | 9%               |
| Operating Income                   | \$257,297   | \$478,447   | -46.20%      | \$873,790   | \$1,400,730 | -37.60%          |
| Total Income Tax Expense (Benefit) | \$74,764    | \$135,416   | -44.80%      | \$240,946   | \$383,867   | -37.20%          |
| Net After-Tax Income (Loss)        | \$182,533   | \$343,031   | -46.80%      | \$632,844   | \$1,016,863 | -37.80%          |

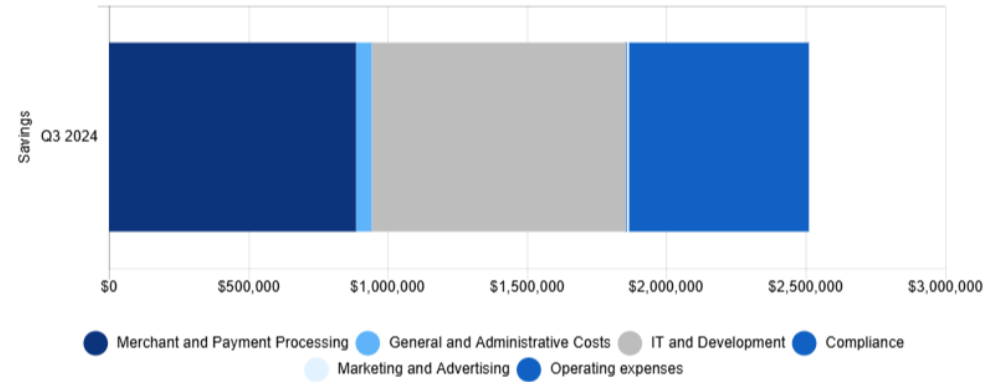
# Financials

Cash Back to the State Records Board Fund



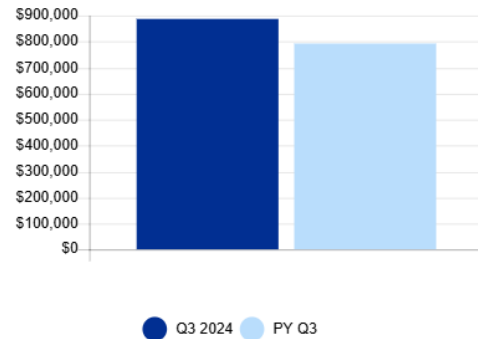
The NSRB receives 20% of the gross transaction fees for the executive branch of government. In Q3 2024, NSRB's revenue share increased 8.4% compared to Q3 2023.

State Cost Avoidance



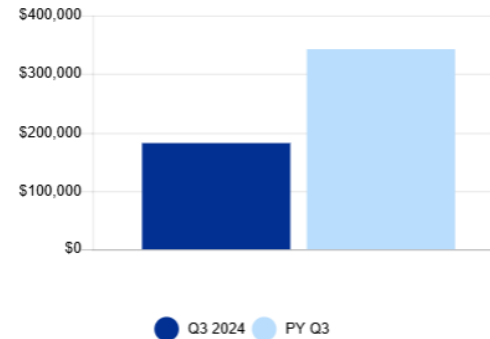
The state avoids the costs of several different portal operations. The total state cost avoidance for these areas was \$2,510,817 in Q3 of 2024. These various costs increased 11.7% in Q3 of 2024 compared to the same period in 2023. Merchant and Payment Processing continued to grow with a 11.6% (\$92,446) increase in Q3.

Merchant Fees Paid by Tyler on behalf of the State



Tyler Nebraska pays the merchant and banking cost for all board-approved transaction fees. These costs affect the operating income of the portal. Merchant fees increased 11.6% in Q3 2024 compared to Q3 2023.

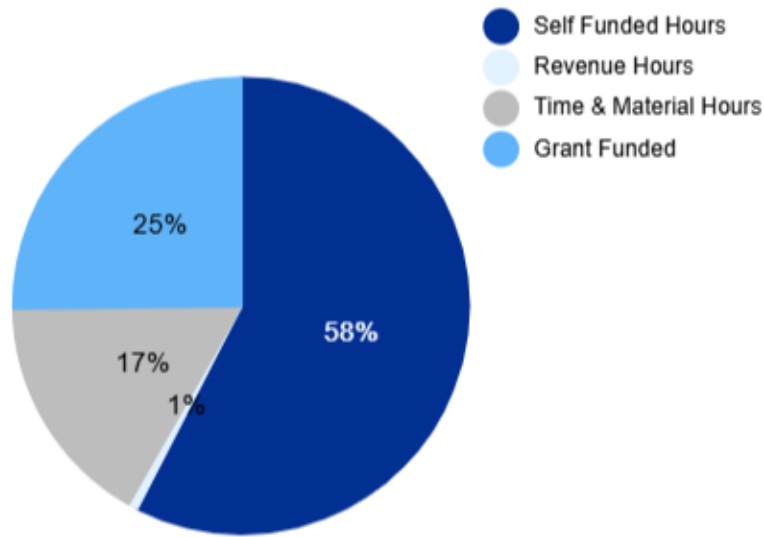
Tyler NE Net Profit



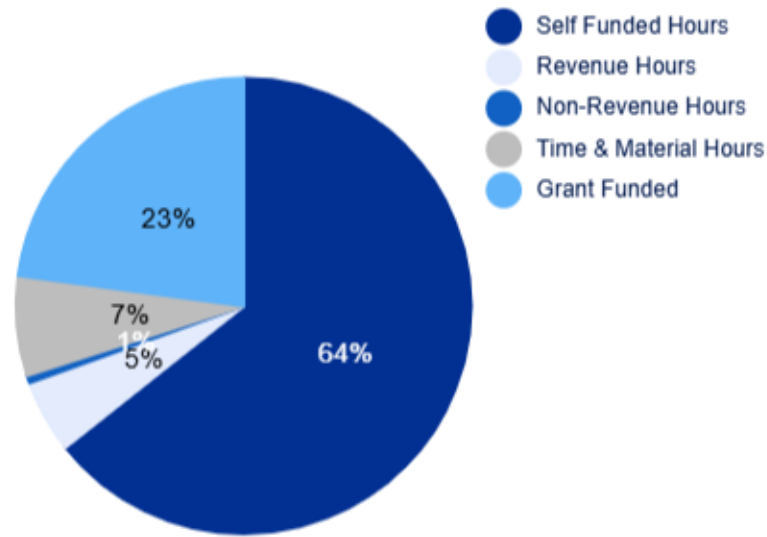
Tyler Nebraska's net profit decreased by 47% in Q3 2024 compared to Q3 2023. Revenue drop and a significant increase in expenses, led to the net profit decrease in Q3. Year to date Tyler Nebraska NET profit decreased 38% compared to the same period in 2023.

## Time and Hours Review

### Q3 Time Spent by Project Funding



### Full Year 2024 Time Spent by Project Funding



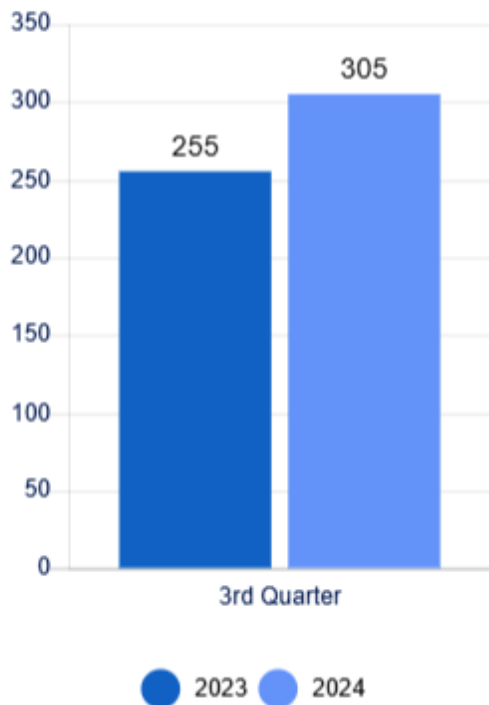
**Self-funded** and **non-revenue** hours are subsidized through transactions approved by the NSRB. **Time and materials** are paid for and included in an SOW agreement with the partner by hourly development rates (such as websites). **Revenue** hours are billed for services such as content management requests. These totals include development hours only.

**Grant-funded** hours are non-tax appropriated funds acquired through the NCHIP/NARIP grant in conjunction with the Nebraska State Patrol.

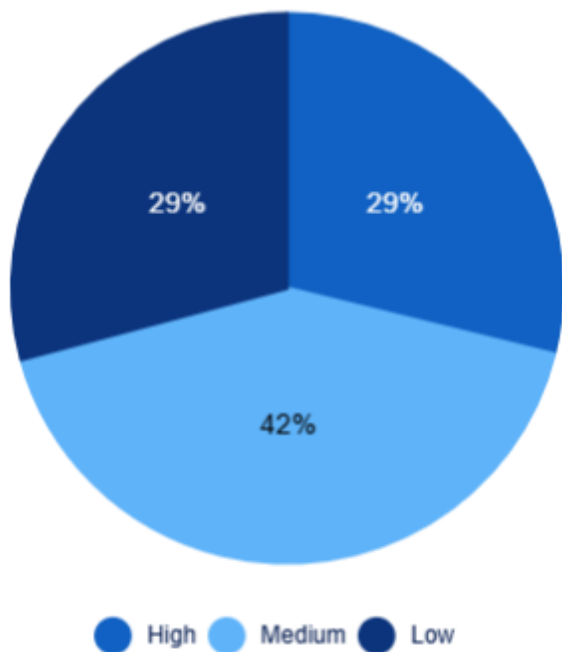
Hours allocated for modernization upgrades are allocated as "self-funded" hours. Through Q3 2024, 88% of all hours came at no direct cost to the State.

# Technical

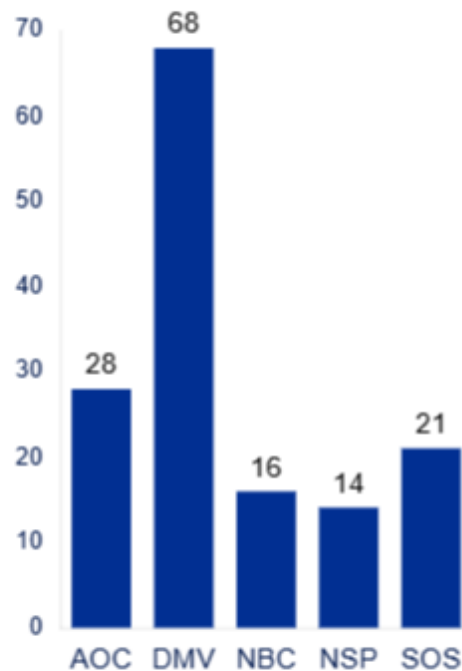
### Q3 Total Support Tickets



### Q3 Support Tickets by Severity



### Q3 Tickets by Major Agency



### Q3 Uptime Report

#### Uptime (%)

3rd Quarter  
**99.99%**

#### Downtime Reports

3rd Quarter  
**3**

#### Downtime (mins)

3rd Quarter  
**14**

#### Response time (ms)

3rd Quarter  
**176.33**

## Security Summary

The public sector remains a prime target for cyberattacks, with government, education, and financial services ranking among the most affected industries. Overburdened and understaffed IT departments face increasing risks, as 48% of organizations report more cyberattacks compared to the previous year. Alarming, only 15% of organizations globally have achieved a mature level of cyber resilience, leaving the majority vulnerable to sophisticated threats.

Cybersecurity staffing shortages further exacerbate the problem, with 59% of IT leaders noting their teams are understaffed. This lack of resources often leads to critical cybersecurity tasks being deprioritized, increasing exposure to breaches, ransomware, and phishing attacks. For example, smaller municipalities struggle to manage overwhelming log data, which hinders their ability to respond effectively to threats.

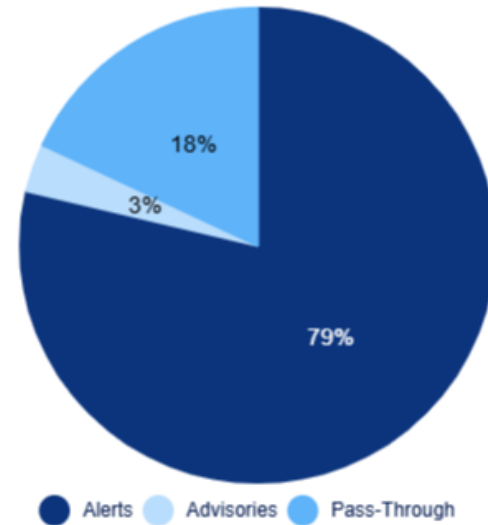
Achieving resilience requires a multifaceted approach combining people, processes, and technology. Proactive solutions, such as managed detection and response, continuous vulnerability assessments, and technical testing, are critical to building robust defenses. Implementing AI-driven tools alongside expert consulting helps organizations identify vulnerabilities and monitor for threats across both on-premises and cloud environments.

Tyler Technologies partners with public sector organizations to implement tailored cybersecurity strategies that mitigate risk and enhance resilience. By providing scalable solutions designed specifically for government entities, Tyler enables agencies to secure their infrastructure effectively while maintaining focus on their mission of serving the public.

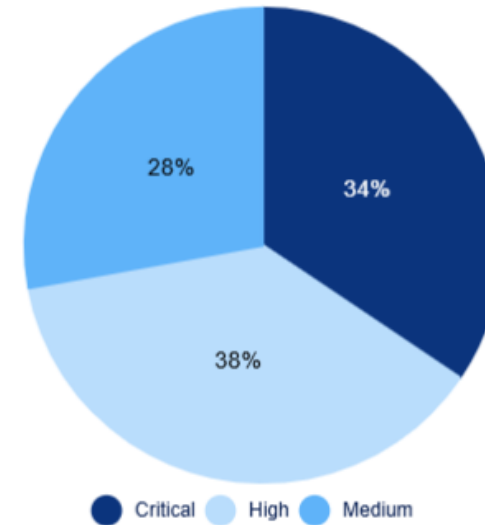
Learn more about how Tyler Technologies is supporting our governmental partners through a variety of cybersecurity services.

<https://www.tylertech.com/resources/blog-articles/current-cybersecurity-landscape-3-stats-we-help-you-avoid>

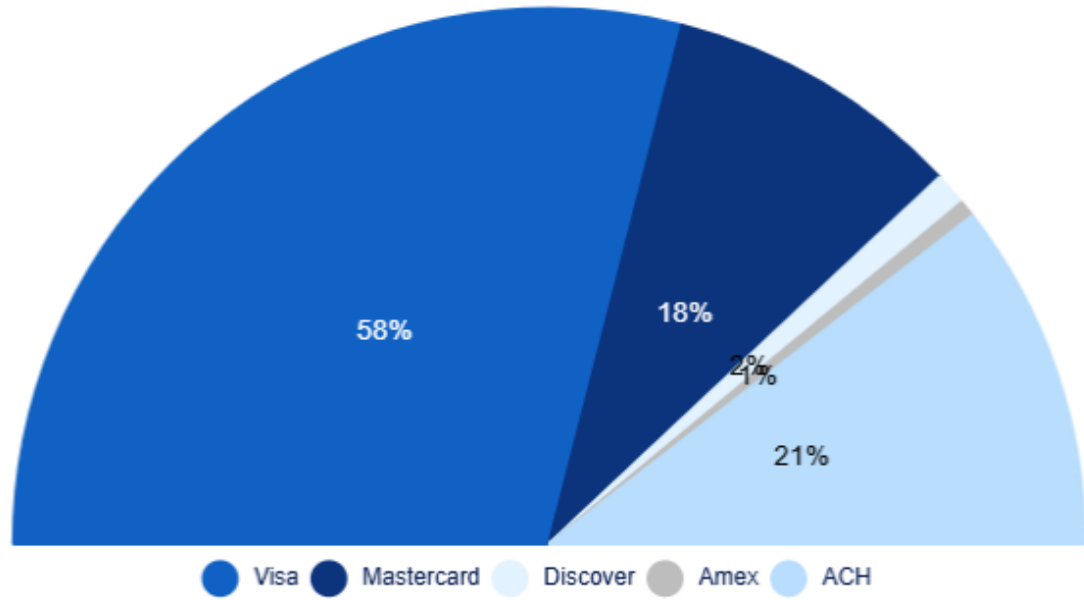
Q3 Security Alerts (Type)



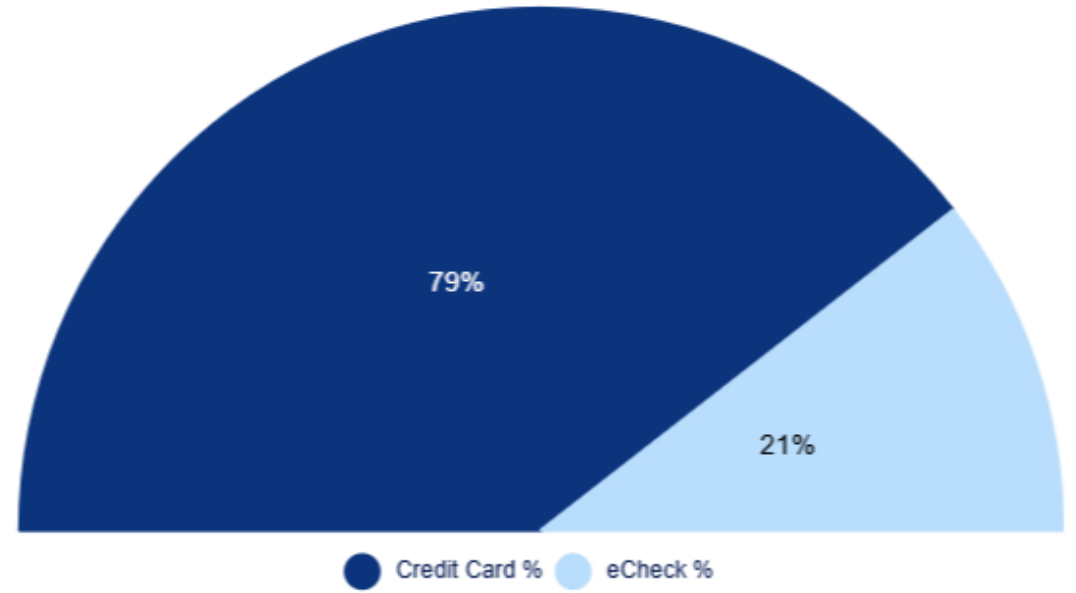
Q3 Security Notifications (Severity)



Q3 Card Transaction Totals by Type



Q3 Transaction Volume by Payment Category





## Customer Satisfaction Ratings

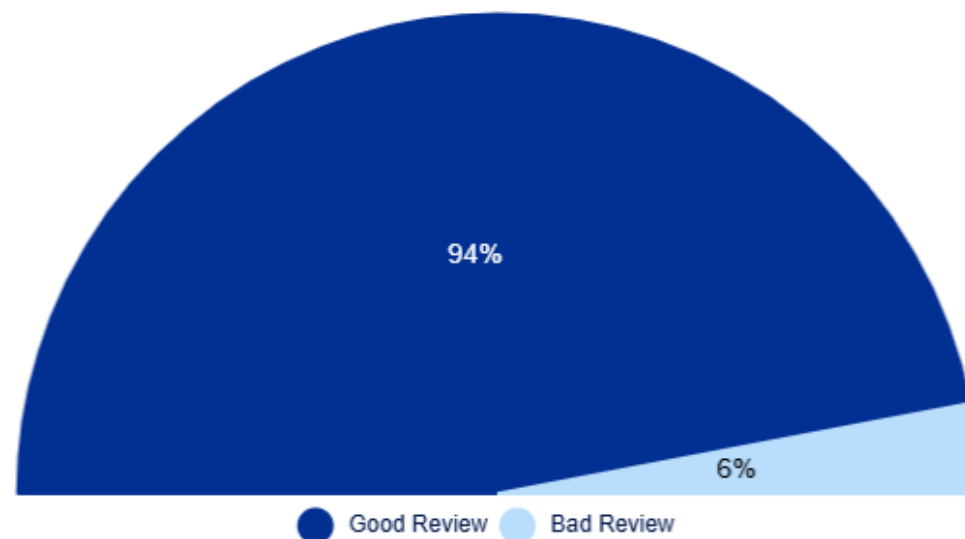
### Customer Support Satisfaction Score

In an effort to continuously improve our customer support, Tyler Nebraska has implemented a customer service rating system for users submitting support tickets. After a ticket is resolved, users are prompted to provide feedback through a satisfaction rating, indicating either "satisfied" or "unsatisfied," along with the option to leave additional comments.

This feedback is captured and monitored using our ZenDesk support platform, allowing us to regularly review and assess service performance.

In Q3 of 2024, Tyler Nebraska processed 549 support tickets, achieving an overall satisfaction score of 94%. This rating reflects our commitment to providing excellent customer service and addressing user needs effectively.

### Good vs Bad Satisfaction Review Q3



## Personnel Report

### Tyler Nebraska Staff Totals

**Total Filled Positions:** 23

**Open Positions:** 1

**Departures in 2nd QTR:** 1

*\*Updated on 11/14/2024*

In Q3 2024, Tyler Nebraska experienced a departure from our project management team. By early Q4 2024, the position was successfully refilled. As a key element of our account management structure, the project management team plays a vital role in fostering strong relationships with our partners and supporting their continued growth

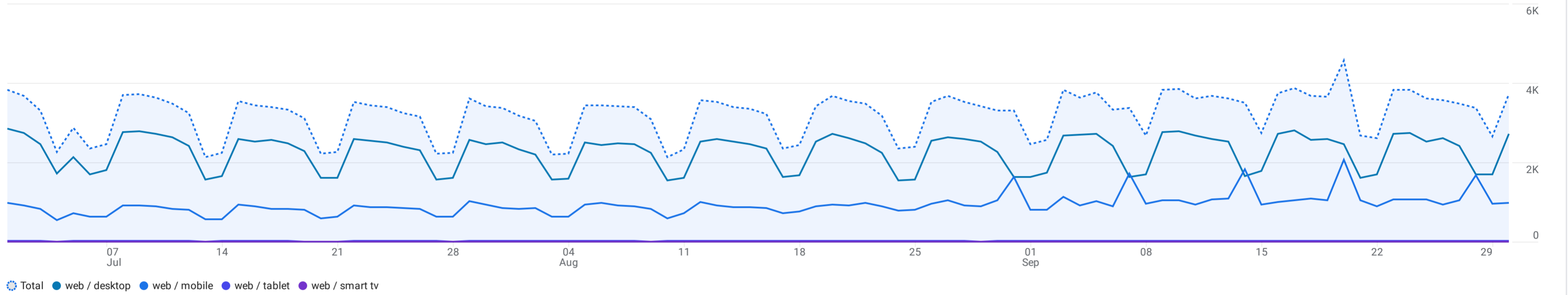
All Users Add comparison +

Custom Jul 1 - Sep 30, 2024

Tech details: Platform / device category ✓

Add filter +

Active users by Platform / device category over time




| Platform / device category <span>+</span> |                  | Active users  | New users     | Engaged sessions | Engagement rate | Engaged sessions per active user | Average engagement time per active user | Event count   | Key events | Total revenue |
|---|------------------|---------------|---------------|------------------|-----------------|----------------------------------|---|---------------|------------|---------------|
|   |                  | 100% of total | 100% of total | 100% of total    | Avg 0%          | Avg 0%                           | Avg 0%                                  | 100% of total | 0.00       | \$0.00        |
| <input checked="" type="checkbox"/>       | Total            | 268,935       | 261,368       | 107,828          | 30.62%          | 0.40                             | 18s                                     | 1,382,518     | 0.00       | \$0.00        |
| <input checked="" type="checkbox"/>       | 1 web / desktop  | 187,502       | 181,092       | 68,179           | 28.4%           | 0.36                             | 18s                                     | 951,362       | 0.00       | \$0.00        |
| <input checked="" type="checkbox"/>       | 2 web / mobile   | 79,381        | 78,837        | 38,551           | 36.39%          | 0.49                             | 18s                                     | 421,752       | 0.00       | \$0.00        |
| <input checked="" type="checkbox"/>       | 3 web / tablet   | 1,536         | 1,430         | 1,130            | 55.83%          | 0.74                             | 38s                                     | 9,366         | 0.00       | \$0.00        |
| <input checked="" type="checkbox"/>       | 4 web / smart tv | 9             | 9             | 5                | 55.56%          | 0.56                             | 19s                                     | 38            | 0.00       | \$0.00        |

**Payment Statement**  
**August 30, 2024**

TO: Nebraska State Records Board  
c/o Secretary of State's Office  
Room 2300, State Capitol  
Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC  
1 S. 13th, Suite 301  
Lincoln, NE 68508



**PERIOD COVERED:** July 1st - July 31st

**Transaction Services Subject to the 20% Split with the Nebraska State Records Board**

| Service/Volume Processed                       | No. of Records | Fee per Record | Total Revenue   | Agency Share    | NII Gross Share | NSRB Share (2 NII Share (80%)) | NII Share (80%) |
|--|----------------|----------------|-----------------|-----------------|-----------------|--------------------------------|-----------------|
| DMV- DLR - Batch                               | 9,863          | \$7.50         | \$73,972.50     | \$64,109.50     | \$9,863.00      | \$1,972.60                     | \$7,890.40      |
| DMV- DLR - Monitoring Fee                      | 731,797        | \$0.06         | \$43,907.82     | \$29,271.88     | \$14,635.94     | \$2,927.19                     | \$11,708.75     |
| DMV- DLR - Interactive                         | 67,069         | \$7.50         | \$503,017.50    | \$435,948.50    | \$67,069.00     | \$13,413.80                    | \$53,655.20     |
| DMV- DLR - Certified                           | 9              | \$7.50         | \$67.50         | \$58.50         | \$9.00          | \$1.80                         | \$7.20          |
| DMV- DLR - Certified Transcript                | 74             | \$8.50         | \$629.00        | \$555.00        | \$74.00         | \$14.80                        | \$59.20         |
| DMV-SRIND                                      | 499            | \$0.50         | \$249.50        | \$0.00          | \$249.50        | \$49.90                        | \$199.60        |
| DMV-SRBULK                                     | 4,935          | \$0.15         | \$740.25        | \$0.00          | \$740.25        | \$148.05                       | \$592.20        |
| DMVSRMONTH                                     | 5              | \$0.15         | \$1,000.00      | \$0.00          | \$1,000.00      | \$200.00                       | \$800.00        |
| DMV - DLR Single                               | 1,632          | \$7.50         | \$12,156.00     | \$10,608.00     | \$1,548.00      | \$309.60                       | \$1,238.40      |
| DMV - Driver License Renew                     | 17,233         | Variable       | \$465,704.00    | \$442,968.00    | \$22,736.00     | \$4,547.20                     | \$18,188.80     |
| DMVOTC   | 11,006         | Variable       | \$268,551.50    | \$253,443.00    | \$15,108.50     | \$3,021.70                     | \$12,086.80     |
| DMVOTC_CASH                                    | 19,394         | Variable       | \$439,458.00    | \$439,458.00    | \$0.00          | \$0.00                         | \$0.00          |
| DMV- TLR - Interactive                         | 27,155         | \$1.00         | \$27,155.00     | \$10,862.00     | \$16,293.00     | \$3,258.60                     | \$13,034.40     |
| DMV- TLR - batch                               | 17,298         | \$1.00         | \$17,298.00     | \$6,919.20      | \$10,378.80     | \$2,075.76                     | \$8,303.04      |
| DMV- TLR - Set-up Fee                          | 0              | \$55.00        | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00          |
| DMV- TLR - Special Request Runs                | 5              | \$50.00        | \$250.00        | \$170.00        | \$80.00         | \$16.00                        | \$64.00         |
| DMV- TLR - Vol. Over 2,000/Run                 | 19             | \$18.00        | \$342.00        | \$190.00        | \$152.00        | \$30.40                        | \$121.60        |
| DMV - Reinstatement                            | 1,774          | \$3.00         | \$135,978.00    | \$130,650.00    | \$5,328.00      | \$1,065.60                     | \$4,262.40      |
| DMV - IRP                                      | 344            | Variable       | \$526,864.54    | \$524,647.76    | \$2,216.78      | \$443.36                       | \$1,773.42      |
| DMV - IFTA                                     | 1,239          | Variable       | \$636,885.51    | \$633,552.85    | \$3,332.66      | \$666.53                       | \$2,666.13      |
| DMVSPLATE                                      | 444            | Variable       | \$6,607.00      | \$5,275.00      | \$1,332.00      | \$266.40                       | \$1,065.60      |
| DMVSPLATEMESS                                  | 913            | Variable       | \$47,165.00     | \$44,420.00     | \$2,745.00      | \$549.00                       | \$2,196.00      |
| DMV - SingleTripPermit                         | 637            | Variable       | \$26,556.00     | \$24,390.00     | \$2,166.00      | \$433.20                       | \$1,732.80      |
| DMV - Motor Vehicle Renewals                   | 53,019         | Variable       | \$11,180,146.14 | \$10,910,395.88 | \$269,750.26    | \$53,950.05                    | \$215,800.21    |
| DMV_Fleets                                     | 64             | Variable       | \$378,853.82    | \$376,537.78    | \$2,316.04      | \$463.21                       | \$1,852.83      |
| DMV_DAS  | 1,096          | Variable       | \$94,064.00     | \$76,985.00     | \$17,079.00     | \$3,415.80                     | \$13,663.20     |
| HHSS - Health Practitioner Lists               | 74             | Variable       | \$6,950.00      | \$0.00          | \$6,950.00      | \$1,390.00                     | \$5,560.00      |
| HHSS - Health Practitioner Lists Bulk          | 3              | Variable       | \$2,560.00      | \$0.00          | \$2,560.00      | \$512.00                       | \$2,048.00      |
| HHSS - Health License Monitoring               | 146,643        | Variable       | \$1,466.43      | \$0.00          | \$1,466.43      | \$293.29                       | \$1,173.14      |
| HHSS - Health License Monitoring Mo. Min.      | 11             | Variable       | \$142.35        | \$0.00          | \$142.35        | \$28.47                        | \$113.88        |
| HHSS - Health Risk Appraisal Company           | 0              | 50             | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00          |
| HHSS - Health Risk Appraisal Employee          | 0              | Variable       | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00          |
| LCC Renewals                                   |                | \$1.00         | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00          |
| LCC Local Renewals                             | 11             | Variable       | \$10,223.34     | \$10,080.00     | \$143.34        | \$28.67                        | \$114.67        |
| LOCLCCNEW                                      | 1              | Variable       | \$466.00        | \$463.00        | \$3.00          | \$0.60                         | \$2.40          |
| LCC-CCP  | 2,118          | Variable       | \$3,419,307.60  | \$3,413,474.33  | \$5,833.27      | \$1,166.65                     | \$4,666.62      |
| LCC_SDL  |                | Variable       | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00          |
| SED - Electrical Permits                       | 1,233          | 4% of Fee      | \$166,997.69    | \$160,891.00    | \$6,106.69      | \$1,221.34                     | \$4,885.35      |
| SED - Electrician Permit (Renewal)             | 0              | 2% of Fee      | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00          |
| SED - Electrician Apprentice License           | 157            | 3.00           | \$3,611.00      | \$3,140.00      | \$471.00        | \$94.20                        | \$376.80        |
| SED - License List                             | 0              | Variable       | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00          |
| SEDEXAM3 - Exam Application (\$3 fee)          | 106            | 3.00           | \$6,678.00      | \$6,360.00      | \$318.00        | \$63.60                        | \$254.40        |
| SEDEXAM5 - Exam Application (\$5 fee)          | 18             | 5.00           | \$2,340.00      | \$2,250.00      | \$90.00         | \$18.00                        | \$72.00         |
| SOS - Corporation filings (LLC/LLP) (TPE)      | 0              | \$3.00         | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00          |
| SOS - NonProfit Reports                        | 0              | \$3.00         | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00          |
| SOS - Document eDelivery                       | 3,056          | \$2/vari       | \$211,529.30    | \$204,160.00    | \$7,369.30      | \$1,473.86                     | \$5,895.44      |
| SOS - Corp filings (Foreign/Domestic Corporati | -1             | Variable       | -\$29.00        | -\$26.00        | -\$3.00         | -\$0.60                        | -\$2.40         |
| SOS - corpdocs (TPE)                           | 1,835          | Variable       | \$8,526.47      | \$4,364.96      | \$4,161.51      | \$832.30                       | \$3,329.21      |
| SOS - CollectionRenew                          | 0              | Variable       | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00          |
| SOS - Corporate Monthly Batch Service          | 7              | \$800.00       | \$5,600.00      | \$2,800.00      | \$2,800.00      | \$560.00                       | \$2,240.00      |
| SOS - Corporate Special Request(TPE)           | 29             | Variable       | \$945.00        | \$472.50        | \$472.50        | \$94.50                        | \$378.00        |
| SOS - Corporate Special Request                | 3              | \$15.00        | \$45.00         | \$22.50         | \$22.50         | \$4.50                         | \$18.00         |

|  |       |           |                |                |             |            |            |
|--|-------|-----------|----------------|----------------|-------------|------------|------------|
| SOS - Corporate Bi-Monthly Batch Service     | 0     | \$500.00  | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| SOS - Corporate Weekly Batch Service         | 14    | \$300.00  | \$4,200.00     | \$2,100.00     | \$2,100.00  | \$420.00   | \$1,680.00 |
| SOS - Corp_OCOGS                             | 548   | \$6.50    | \$3,562.00     | \$1,370.00     | \$2,192.00  | \$438.40   | \$1,753.60 |
| SOS - Corpcogs                               | 3     | \$10.00   | \$30.00        | \$30.00        | \$0.00      | \$0.00     | \$0.00     |
| SOS - Corping2                               | 3,698 | \$0.45    | \$1,664.10     | \$1,183.36     | \$480.74    | \$96.15    | \$384.59   |
| SOS - UCC Bi-Monthly Batch Service           | 0     | 500.00    | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| SOS - UCC Bulk Images                        | 4     | \$800.00  | \$3,200.00     | \$1,600.00     | \$1,600.00  | \$320.00   | \$1,280.00 |
| SOS - UCC Weekly Batch Service               | 19    | \$300.00  | \$5,700.00     | \$2,850.00     | \$2,850.00  | \$570.00   | \$2,280.00 |
| SOS - UCC Interactive Searches               | 5,002 | \$4.50    | \$22,509.00    | \$17,507.00    | \$5,002.00  | \$1,000.40 | \$4,001.60 |
| SOS - UCC Monthly Batch Service              | 4     | \$800.00  | \$3,200.00     | \$1,600.00     | \$1,600.00  | \$320.00   | \$1,280.00 |
| SOS - UCC Special Request                    | 398   | Variable  | \$796.00       | \$398.00       | \$398.00    | \$79.60    | \$318.40   |
| SOS - UCC Periodic Dump                      | 0     | \$15.00   | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| SOS - UCC Debtor Location                    | 0     | \$15.00   | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| SOS - UCC Continuationl Filings              | 1,169 | \$11.00   | \$12,859.00    | \$11,105.50    | \$1,753.50  | \$350.70   | \$1,402.80 |
| SOS - UCC Original Filings                   | 778   | \$11.00   | \$8,558.00     | \$7,391.00     | \$1,167.00  | \$233.40   | \$933.60   |
| SOS - UCC Electronic Amendments              | 222   | \$11.00   | \$2,442.00     | \$2,109.00     | \$333.00    | \$66.60    | \$266.40   |
| SOS - UCC Electronic Assignments             | 0     | \$11.00   | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| SOS - UCC Electronic Collateral Amendments   | 35    | \$11.00   | \$385.00       | \$332.50       | \$52.50     | \$10.50    | \$42.00    |
| SOS - UCC Images                             | 8,473 | \$0.45    | \$3,812.85     | \$2,711.36     | \$1,101.49  | \$220.30   | \$881.19   |
| SOS - UCC BatchSemi Monthly                  | 2     | \$500.00  | \$1,000.00     | \$500.00       | \$500.00    | \$100.00   | \$400.00   |
| SOS - UCCAMEND_BULK                          | 83    | Variable  | \$913.00       | \$788.50       | \$124.50    | \$24.90    | \$99.60    |
| SOS - UCCASSIGN_BULK                         | 9     | Variable  | \$99.00        | \$85.50        | \$13.50     | \$2.70     | \$10.80    |
| SOS - UCCCOLLAMEND                           | 40    | Variable  | \$440.00       | \$380.00       | \$60.00     | \$12.00    | \$48.00    |
| SOS - UCCCONT_BULK                           | 452   | Variable  | \$4,972.00     | \$4,294.00     | \$678.00    | \$135.60   | \$542.40   |
| SOS - UCCORIG_BULK                           | 1,376 | Variable  | \$15,136.00    | \$13,072.00    | \$2,064.00  | \$412.80   | \$1,651.20 |
| SOS - EFS Interactive Searches               | 851   | \$4.50    | \$3,829.50     | \$2,978.50     | \$851.00    | \$170.20   | \$680.80   |
| SOS - EFS Special Request                    | 0     | \$2.00    | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| SOS - EFS Continuations                      | 240   | \$11.00   | \$2,640.00     | \$2,280.00     | \$360.00    | \$72.00    | \$288.00   |
| SOS - EFS Original Filings                   | 86    | \$11.00   | \$946.00       | \$817.00       | \$129.00    | \$25.80    | \$103.20   |
| REV - Sales/Use Tax Permit Lists             | 1     | \$5.50    | \$5.50         | \$0.00         | \$5.50      | \$1.10     | \$4.40     |
| REV - Sales Tax Filings                      | 0     | \$0.25    | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| REV - Income Tax Withholding Filings (941N)  | 0     | \$0.25    | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| NBPA Renewals TPE                            | 174   | 5.00      | \$22,460.00    | \$21,590.00    | \$870.00    | \$174.00   | \$696.00   |
| NREC - Real Estate Commission Services       | 0     | 3% of Fee | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| E&A - Engineers & Architects License Renewal | 3     | 5% of Fee | \$408.00       | \$408.00       | \$20.40     | \$4.08     | \$16.32    |
| E&A - Engineers & Architects                 | 45    | 5% of Fee | \$6,750.00     | \$6,750.00     | \$337.50    | \$67.50    | \$270.00   |
| Water Well Registrations                     | 207   | 7% of Fee | \$16,680.00    | \$15,512.40    | \$1,167.60  | \$233.52   | \$934.08   |
| REV - Motor Fuels Tax Filing                 | 632   | \$0.25    | \$158.00       | \$0.00         | \$158.00    | \$31.60    | \$126.40   |
| NDOA - Applicator permits                    | 100   | Variable  | \$5,035.00     | \$4,796.00     | \$239.00    | \$47.80    | \$191.20   |
| NDOA - AGAERIAL_LICENSE                      | 4     | Variable  | \$407.47       | \$393.00       | \$14.47     | \$2.89     | \$11.58    |
| NDOA - Measuring device                      | 2,284 | Variable  | \$745,738.41   | \$735,204.73   | \$10,533.68 | \$2,106.74 | \$8,426.94 |
| NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV            | 0     | Variable  | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| NDOA - AGSMALL_PACKAGE                       | 3     | Variable  | \$254.98       | \$244.75       | \$10.23     | \$2.05     | \$8.18     |
| NDOA - AG_EURO_CORN                          | 1     | Variable  | \$19.22        | \$17.00        | \$2.22      | \$0.44     | \$1.78     |
| NDOA - AG_EURO_CORN_CERT                     | 0     | Variable  | 0              | 0              | \$0.00      | \$0.00     | \$0.00     |
| NDOA - AGFFAL_Tonnage                        | 689   | Variable  | \$610,576.27   | \$607,411.82   | \$3,164.45  | \$632.89   | \$2,531.56 |
| NDOA - AGFIRM_REGISTRATION                   | 8     | Variable  | \$107.59       | \$92.75        | \$14.84     | \$2.97     | \$11.87    |
| NDOA - AGGFAL_Renew                          | 8     | Variable  | \$137.22       | \$121.00       | \$16.22     | \$3.24     | \$12.98    |
| NDOA - DAIRY/EGG/TURKEY                      | 0     | Variable  | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| NDOA - Grape/Potato                          | 0     | Variable  | \$0.00         | \$0.00         | \$0.00      | \$0.00     | \$0.00     |
| NDOA - Food License Renewals                 | 1,864 | Variable  | \$390,290.41   | \$381,743.01   | \$8,547.40  | \$1,709.48 | \$6,837.92 |
| NDOA - AGMILK_RENEW                          | 73    | Variable  | \$10,546.26    | \$10,247.25    | \$299.01    | \$59.80    | \$239.21   |
| NDOA - AGPESTKELLY                           | 0     | Variable  | 0              | 0              | \$0.00      | \$0.00     | \$0.00     |
| NDOA - AGPESTPROD_NEW                        | 38    | Variable  | \$6,171.54     | \$6,013.50     | \$158.04    | \$31.61    | \$126.43   |
| NDOA - AG_CervineFacility Permit             | 0     | Variable  | 0              | 0              | \$0.00      | \$0.00     | \$0.00     |
| NDOA - AGASREN_GWP                           | 0     | Variable  | 0              | 0              | \$0.00      | \$0.00     | \$0.00     |
| NDOA - AGACTNMRKT                            | 63    | Variable  | \$34,916.76    | \$34,795.29    | \$121.47    | \$24.29    | \$97.18    |
| NDOA - AGNURSERY_RENEW                       | 0     | Variable  | 0              | 0              | \$0.00      | \$0.00     | \$0.00     |
| NDOA - AGNURSERY_STOCK                       | 2     | Variable  | \$221.38       | \$212.50       | \$8.88      | \$1.78     | \$7.10     |
| NDOA - AGPERMIT_SELLSEEDS                    | 5     | Variable  | \$281.84       | \$266.25       | \$15.59     | \$3.12     | \$12.47    |
| NDOA - Pet Feed Rendering                    | 0     | Variable  | 0              | 0              | \$0.00      | \$0.00     | \$0.00     |
| NDOA - Pesticide License Renewals            | 1     | Variable  | \$320.00       | \$318.25       | \$1.75      | \$0.35     | \$1.40     |
| NDOA - AGPESTDEAL_NEW                        | 1     | Variable  | \$25.62        | \$23.25        | \$2.37      | \$0.47     | \$1.90     |
| NDOA - AGREPORTING                           | 215   | Variable  | \$1,281,417.14 | \$1,280,380.55 | \$1,036.59  | \$207.32   | \$829.27   |
| NDOA - Governor Ag Conference                | 0     | \$3.00    | 0              | 0              | \$0.00      | \$0.00     | \$0.00     |

|   |         |            |                 |                 |             |             |             |            |
|---|---------|------------|-----------------|-----------------|-------------|-------------|-------------|------------|
| SFM - Fireworks Licenses                  | 28      | Variable   | \$315.00        | \$280.00        | \$35.00     | \$7.00      | \$28.00     |            |
| SFM - Fireworks Display Permits           | 2       | Variable   | \$233.63        | \$225.00        | \$8.63      | \$1.73      | \$6.90      |            |
| SFM_BOILER                                | 51      | Variable   | \$3,666.00      | \$3,666.00      | \$153.00    | \$30.60     | \$122.40    |            |
| SFM_ELEVATOR                              | 107     | Variable   | \$20,268.68     | \$20,268.68     | \$321.00    | \$64.20     | \$256.80    |            |
| SFM_ELEVATOR_CC%                          | 77      | Variable   | \$16,273.68     | \$16,273.68     | \$488.21    | \$97.64     | \$390.57    |            |
| OTC-Over the counter payment              | 30,356  | Variable   | \$6,382,575.28  | \$6,287,773.13  | \$94,802.15 | \$18,960.43 | \$75,841.72 |            |
| OTC Billback                              | 189     | Variable   | \$1,106.64      | \$0.00          | \$1,106.64  | \$221.33    | \$885.31    |            |
| PropertyTax Payments                      | 2,455   | Variable   | \$16,697,645.92 | \$16,662,570.59 | \$35,075.33 | \$7,015.07  | \$28,060.26 |            |
| PropertyTaxOTC                            | 144     | Variable   | \$309,337.61    | \$306,162.44    | \$3,175.17  | \$635.03    | \$2,540.14  |            |
| NDOL - Contractor Registration            | 1,797   | Variable   | \$61,689.95     | \$56,270.00     | \$5,419.95  | \$1,083.99  | \$4,335.96  |            |
| NDOL_OVR_PMT                              | 211     | Variable   | \$42,043.79     | \$41,497.53     | \$546.26    | \$109.25    | \$437.01    |            |
| NDOL_TAX_PMT                              | 159     | Variable   | \$28,034.20     | \$26,754.53     | \$1,279.67  | \$255.93    | \$1,023.74  |            |
| NEROADS - DOT Permits                     | 10,722  | Variable   | \$276,040.25    | \$257,275.00    | \$18,765.25 | \$3,753.05  | \$15,012.20 |            |
| NEROADS - DOT_Hay                         | 207     | Variable   | \$8,829.25      | \$8,280.00      | \$549.25    | \$109.85    | \$439.40    |            |
| NEROADS- NDOT_RMS                         | 1       | Variable   | \$53.00         | \$50.00         | \$3.00      | \$0.60      | \$2.40      |            |
| NEROADS- NDOT_Superintendent              | 0       | Variable   | 0               | 0               | \$0.00      | \$0.00      | \$0.00      |            |
| NEROADS- NDOT_Superintendent billback AC  | 0       | Variable   | \$1.75          | 0               | \$0.00      | \$0.00      | \$0.00      |            |
| NEROADS- NDOT_Superintendent billback CC  | 0       | Variable   | \$0.00          | \$0.00          | \$0.00      | \$0.00      | \$0.00      |            |
| NEROADS- NDOTSPD                          | 29      | Variable   | \$6,157.78      | \$5,899.78      | \$258.00    | \$51.60     | \$206.40    |            |
| NEROADS - NDOTPERMITS                     | 8       | Variable   | \$159.00        | \$146.44        | \$12.56     | \$2.51      | \$10.05     |            |
| State Patrol Crime Report                 | 1,514   | Variable   | \$18.00         | \$30,693.00     | \$24,750.00 | \$5,943.00  | \$1,188.60  | \$4,754.40 |
| NSPCCW_Renew - NSP Conceal & Carry        | 537     | Variable   | \$4.50          | \$29,157.50     | \$26,750.00 | \$2,407.50  | \$481.50    | \$1,926.00 |
| NSPAppIFee                                | 571     | Variable   | \$4.50          | \$25,155.36     | \$23,552.25 | \$1,603.11  | \$320.62    | \$1,282.49 |
| State Patrol Crime Report - Subscriber    | 2,059   | Variable   | \$31,398.50     | \$26,303.60     | \$5,094.90  | \$1,018.98  | \$4,075.92  |            |
| Event Registration                        | 205     | 10% of Fee | \$35,602.50     | \$32,084.50     | \$3,518.00  | \$703.60    | \$2,814.40  |            |
| Sarpy_Stop                                | 324     | Variable   | \$46,490.00     | \$45,360.76     | \$1,129.24  | \$225.85    | \$903.39    |            |
| Sarpy_tobacco_license                     | 0       | Variable   | \$0.00          | \$0.00          | \$0.00      | \$0.00      | \$0.00      |            |
| Medicaid & Long Term Care                 | 8       | Variable   | \$1.75          | \$678.00        | \$678.00    | \$14.00     | \$2.80      | \$11.20    |
| Food New Applications ACH Billback        | 4       | Variable   | \$1.75          | \$930.41        | \$930.41    | \$7.00      | \$1.40      | \$5.60     |
| LPNNRD_Trees_Sale                         | 0       | Variable   | 0               | 0               | \$0.00      | \$0.00      | \$0.00      |            |
| City of Waverly Soccer Registration (TPE) | 0       | Variable   | 0               | 0               | \$0.00      | \$0.00      | \$0.00      |            |
| recreation_program                        | 263     | Variable   | \$19,582.70     | \$18,780.00     | \$802.70    | \$160.54    | \$642.16    |            |
| order_form_LPNNRD                         | 36      | Variable   | \$1,324.86      | \$1,232.81      | \$92.05     | \$18.41     | \$73.64     |            |
| order_form_UBBNRD                         | 0       | Variable   | 0               | 0               | \$0.00      | \$0.00      | \$0.00      |            |
| Library_acct_mgmt                         | 18      | Variable   | \$765.50        | \$720.00        | \$45.50     | \$9.10      | \$36.40     |            |
| Utility_payment                           | 1,685   | Variable   | \$315,709.52    | \$308,320.47    | \$7,389.05  | \$1,477.81  | \$5,911.24  |            |
| SarpyCommunityCorrections                 | 17      | Variable   | \$1,547.69      | \$1,481.00      | \$66.69     | \$13.34     | \$53.35     |            |
| SARPY_VEHINSP                             | 81      | Variable   | \$3,629.61      | \$3,403.00      | \$226.61    | \$45.32     | \$181.29    |            |
| OTLPAYMENT                                | 68      | Variable   | \$159,442.24    | \$159,180.05    | \$262.19    | \$52.44     | \$209.75    |            |
| 59PlanningDept                            | 95      | Variable   | \$42,187.76     | \$41,037.90     | \$1,149.86  | \$229.97    | \$919.89    |            |
| gretna_occ_tax                            | 26      | Variable   | \$61,846.18     | \$61,768.18     | \$78.00     | \$15.60     | \$62.40     |            |
| hastings_multi_payment                    | 1       | Variable   | \$83.00         | \$80.00         | \$3.00      | \$0.60      | \$2.40      |            |
| SYNTHETICSVC                              | 7       | Variable   | \$0.00          | \$0.00          | \$0.00      | \$0.00      | \$0.00      |            |
| PRODTESTSVC                               | 0       | Variable   | \$0.00          | \$0.00          | \$0.00      | \$0.00      | \$0.00      |            |
| NBELS_Recip_Surveyor                      | 1       | Variable   | \$42.75         | \$40.00         | \$2.75      | \$0.55      | \$2.20      |            |
| NBELS_Land_Surveyor                       | 0       | Variable   | 0               | 0               | \$0.00      | \$0.00      | \$0.00      |            |
| NBELS_Surveyor_Training                   | 0       | Variable   | 0               | 0               | \$0.00      | \$0.00      | \$0.00      |            |
| NBELS_LS_RENEW                            | 0       | Variable   | 0               | 0               | \$0.00      | \$0.00      | \$0.00      |            |
| ded_programs_payment                      | 0       | Variable   | 0               | 0               | \$0.00      | \$0.00      | \$0.00      |            |
| Holt County Overweight Perm               | 5       | Variable   | \$1,045.00      | \$1,000.00      | \$45.00     | \$9.00      | \$36.00     |            |
| DOI_INITIAL_REG                           | 5       | Variable   | \$1,251.00      | \$1,200.00      | \$51.00     | \$10.20     | \$40.80     |            |
| DOI_MISC_PAY                              | 35      | Variable   | \$4,753.80      | \$4,560.00      | \$193.80    | \$38.76     | \$155.04    |            |
| DOIRENEW                                  | 33      | Variable   | \$3,775.50      | \$3,600.00      | \$175.50    | \$35.10     | \$140.40    |            |
| Micellianous Charge for Swipers           | 0       | Variable   | \$0.00          | \$0.00          | \$0.00      | \$0.00      | \$0.00      |            |
| NBC_HeadCountF                            | 108,431 | Variable   | \$6,505.86      | \$0.00          | \$6,505.86  | \$1,301.17  | \$5,204.69  |            |
| NBC_Inspections                           | 520     | Variable   | \$61,247.13     | \$61,247.13     | \$0.00      | \$0.00      | \$0.00      |            |
| NBC_NIRFLFee                              | 35,432  | Variable   | \$2,125.92      | \$0.00          | \$2,125.92  | \$425.18    | \$1,700.74  |            |
| NBC_NISaleBarn                            | 68      | Variable   | \$34,351.05     | \$34,351.05     | \$0.00      | \$0.00      | \$0.00      |            |
| NBC_NISaleBarnF                           | 40,413  | Variable   | \$2,424.78      | \$0.00          | \$2,424.78  | \$484.96    | \$1,939.82  |            |
| NBC_RFLRenewal                            | 2       | Variable   | \$29,750.00     | \$29,750.00     | \$0.00      | \$0.00      | \$0.00      |            |
| NBC_NIPackLock                            | 90      | Variable   | \$32,606.85     | \$32,606.85     | \$0.00      | \$0.00      | \$0.00      |            |
| NBC_NIPackLockF                           | 38,361  | Variable   | \$2,301.66      | \$0.00          | \$2,301.66  | \$460.33    | \$1,841.33  |            |
| NBC_BrandRene                             | 0       | Variable   | \$0.00          | \$0.00          | \$0.00      | \$0.00      | \$0.00      |            |
| BOGRENEW                                  | 0       | Variable   | \$3.25          | \$0.00          | \$0.00      | \$0.00      | \$0.00      |            |
| dhhscentregDH                             | 1,622   | Variable   | \$6,488.00      | \$4,055.00      | \$2,433.00  | \$486.60    | \$1,946.40  |            |
| dhhscentregLN-subscriber                  | 0       | Variable   | \$0.00          | \$0.00          | \$0.00      | \$0.00      | \$0.00      |            |

|                 |                     |          |                      |                      |                   |                   |                   |
|-----------------|---------------------|----------|----------------------|----------------------|-------------------|-------------------|-------------------|
| dhhscentreg     | 4,122               | \$1.50   | \$19,638.00          | \$13,468.50          | \$6,169.50        | \$1,233.90        | \$4,935.60        |
| dhhscentregDHL  | 9,489               | \$1.50   | \$47,445.00          | \$33,211.50          | \$14,233.50       | \$2,846.70        | \$11,386.80       |
| REVENUE_FEE     | 6,268               | \$1.75   | \$10,969.00          | \$0.00               | \$10,969.00       | \$2,193.80        | \$8,775.20        |
| MVILB_Renewal   | 0                   | Variable | 0                    | 0                    | \$0.00            | \$0.00            | \$0.00            |
| ABE Renewal     |                     | Variable | 0                    | 0                    | \$0.00            | \$0.00            | \$0.00            |
| <b>SUBTOTAL</b> | <b>1,451,713.00</b> |          | <b>46,898,175.11</b> | <b>46,102,788.42</b> | <b>796,727.80</b> | <b>159,345.56</b> | <b>637,382.24</b> |

**Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board**

| Service/Volume Processed                     | No. of Records | Fee per Record | Total Revenue       | Agency Share        | NII Gross Share   | NII Share         |
|--|----------------|----------------|---------------------|---------------------|-------------------|-------------------|
| Court Records (Justice) Per Record           | 143,371        | \$1.00         | \$143,371.00        | 71,685.50           | \$71,685.50       | \$71,685.50       |
| Court Records (Justice) Monthly              | 102            | \$500.00       | \$51,000.00         | \$25,500.00         | \$25,500.00       | \$25,500.00       |
| Court Records (Justice) Credit Card Searches | 1,640          | \$15.00        | \$24,600.00         | \$12,300.00         | \$12,300.00       | \$12,300.00       |
| Court E-Filing                               | 21,269         | \$1.00         | \$21,269.00         | \$0.00              | \$21,269.00       | \$21,269.00       |
| COURTRECORDERF                               | 5              | \$1,000.00     | \$7,500.00          | \$3,750.00          | \$3,750.00        | \$3,750.00        |
| COURTRECORDERU                               | 1              | \$1,500.00     | \$1,500.00          | \$500.00            | \$500.00          | \$500.00          |
| COURTAPPELFILE                               | 390            | \$2.00         | \$780.00            | \$0.00              | \$780.00          | \$780.00          |
| AOC CERTGTS                                  | 49             | Variable       | \$356.90            | \$265.00            | \$91.90           | \$91.90           |
| AOC CERTGTS Billback CC%                     | 35             | Variable       | \$875.00            | \$875.00            | \$21.79           | \$21.79           |
| COURTAPPTFILE                                | 3              | variable       | \$231.00            | \$0.00              | \$231.00          | \$231.00          |
| Courtjudge                                   | 136            | \$50.00        | \$6,800.00          | \$0.00              | \$6,800.00        | \$6,800.00        |
| Court Citations                              | 7,432          | Variable       | \$1,024,787.52      | \$1,003,364.72      | \$21,422.80       | \$21,422.80       |
| AOC_Cert_Authority                           | 44             | Variable       | \$1,100.00          | \$1,023.00          | \$77.00           | \$77.00           |
| Court Payments                               | 3,478          | Variable       | \$1,929,043.96      | \$1,911,679.58      | \$17,364.38       | \$17,364.38       |
| Lobbyist Registration                        | 17             | \$0.05         | \$5,100.00          | \$5,100.00          | \$255.00          | \$255.00          |
| OTC-Court payments                           | 0              | Variable       | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| LEG - BillTracker (1-3 eProfiles)            | 0              | \$50.00        | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| LEG - BillTracker (4-10 eProfiles)           | 1              | \$100.00       | \$100.00            | \$50.00             | \$50.00           | \$50.00           |
| LEG - BillTracker (11-20 eProfiles)          | 0              | \$250.00       | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| LEG - BillTracker (Unlimited eProfiles)      | 0              | \$500.00       | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| Wccfile                                      | 634            | \$3.00         | \$1,902.00          | \$0.00              | \$1,902.00        | \$1,902.00        |
| Sccalessubscr                                | 738            | Variable       | \$738.00            | \$369.00            | \$369.00          | \$369.00          |
| <b>SUBTOTAL</b>                              | <b>179,345</b> |                | <b>3,220,554.38</b> | <b>3,036,461.80</b> | <b>184,369.37</b> | <b>184,369.37</b> |

**Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board**

| Other Revenue/Adjustments     | Number | Fee per Item | Total Revenue       | NII Gross Share     | NII Share   |
|-------------------------------|--------|--------------|---------------------|---------------------|-------------|
| Grants/ Special Projects      |        |              | \$75,377.76         | \$75,377.76         | \$75,377.76 |
| Implementation Fee            | 0      |              | \$0.00              | \$0.00              | \$0.00      |
| Subscriptions - New           | 520    | variable     | \$52,000.00         | \$52,000.00         | \$52,000.00 |
| Renewal                       | 1      | variable     | 50.00               | 50.00               | 50.00       |
| Billing Minimums/Adjustments  | 0      |              | 0.00                | 0.00                | 0.00        |
| Revenue Affecting adjustments |        |              |                     |                     |             |
| <b>SUBTOTAL</b>               |        |              | <b>\$127,427.76</b> | <b>\$127,427.76</b> |             |


**Other Applications Maintained and Supported - No Revenue**

| Service/Volume Processed       | No. of Transactions | Fee per Record | Total Revenue         | Agency Share          | NII Share     |
|--------------------------------|---------------------|----------------|-----------------------|-----------------------|---------------|
| DAS - State Directory Order    | 0                   | 5.00           | 0.00                  | 0.00                  | 0.00          |
| DED -Conference Registration   | 0                   | 75.00          | 0.00                  | 0.00                  | 0.00          |
| DHHS - Birth Certificate Order | 0                   | 17.00          | 0.00                  | 0.00                  | 0.00          |
| LCC -Tax Payments              |                     | variable       | 0                     | 0                     | 0.00          |
| COURTEFILESUB                  | 21,269              | variable       | \$654,703.13          | \$654,703.13          | 0.00          |
| PSCREMIT                       | 455                 | variable       | \$4,917,468.20        | \$4,917,468.20        | 0.00          |
| WCCSUB                         | 92                  | variable       | \$1,380.00            | \$1,380.00            | 0.00          |
| <b>SUBTOTAL</b>                | <b>21,816</b>       |                | <b>\$5,573,551.33</b> | <b>\$5,573,551.33</b> | <b>\$0.00</b> |

**Payment Statement  
September 30, 2024**

TO: Nebraska State Records Board  
c/o Secretary of State's Office  
Room 2300, State Capitol  
Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC  
1 S. 13th, Suite 301  
Lincoln, NE 68508



**PERIOD COVERED: August 1st - August 31st**

**Transaction Services Subject to the 20% Split with the Nebraska State Records Board**

| Service/Volume Processed                       | No. of Records | Fee per Record | Total Revenue   | Agency Share    | NII Gross Share | NSRB Share (2 NII Share (80%)) |              |
|--|----------------|----------------|-----------------|-----------------|-----------------|--------------------------------|--------------|
| DMV- DLR - Batch                               | 9,082          | \$7.50         | \$68,115.00     | \$59,033.00     | \$9,082.00      | \$1,816.40                     | \$7,265.60   |
| DMV- DLR - Monitoring Fee                      | 717,005        | \$0.06         | \$43,020.30     | \$28,680.20     | \$14,340.10     | \$2,868.02                     | \$11,472.08  |
| DMV- DLR - Interactive                         | 68,564         | \$7.50         | \$514,230.00    | \$445,666.00    | \$68,564.00     | \$13,712.80                    | \$54,851.20  |
| DMV- DLR - Certified                           | 9              | \$7.50         | \$67.50         | \$58.50         | \$9.00          | \$1.80                         | \$7.20       |
| DMV- DLR - Certified Transcript                | 66             | \$8.50         | \$561.00        | \$495.00        | \$66.00         | \$13.20                        | \$52.80      |
| DMV-SRIND                                      | 561            | \$0.50         | \$280.50        | \$0.00          | \$280.50        | \$56.10                        | \$224.40     |
| DMV-SRBULK                                     | 5,114          | \$0.15         | \$767.10        | \$0.00          | \$767.10        | \$153.42                       | \$613.68     |
| DMVSRMONTH                                     | 5              | \$0.15         | \$1,000.00      | \$0.00          | \$1,000.00      | \$200.00                       | \$800.00     |
| DMV - DLR Single                               | 1,860          | \$7.50         | \$13,867.00     | \$12,090.00     | \$1,777.00      | \$355.40                       | \$1,421.60   |
| DMV - Driver License Renew                     | 16,144         | Variable       | \$434,303.25    | \$412,897.00    | \$21,406.25     | \$4,281.25                     | \$17,125.00  |
| DMVOTC   | 10,624         | Variable       | \$263,317.00    | \$248,650.00    | \$14,667.00     | \$2,933.40                     | \$11,733.60  |
| DMVOTC_CASH                                    | 18,589         | Variable       | \$428,472.00    | \$428,472.00    | \$0.00          | \$0.00                         | \$0.00       |
| DMV- TLR - Interactive                         | 25,948         | \$1.00         | \$25,948.00     | \$10,379.20     | \$15,568.80     | \$3,113.76                     | \$12,455.04  |
| DMV- TLR - batch                               | 18,585         | \$1.00         | \$18,585.00     | \$7,434.00      | \$11,151.00     | \$2,230.20                     | \$8,920.80   |
| DMV- TLR - Set-up Fee                          | 0              | \$55.00        | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00       |
| DMV- TLR - Special Request Runs                | 4              | \$50.00        | \$200.00        | \$136.00        | \$64.00         | \$12.80                        | \$51.20      |
| DMV- TLR - Vol. Over 2,000/Run                 | 9              | \$18.00        | \$162.00        | \$90.00         | \$72.00         | \$14.40                        | \$57.60      |
| DMV - Reinstatement                            | 1,879          | \$3.00         | \$147,037.00    | \$141,400.00    | \$5,637.00      | \$1,127.40                     | \$4,509.60   |
| DMV - IRP                                      | 384            | Variable       | \$422,343.63    | \$420,809.03    | \$1,534.60      | \$306.92                       | \$1,227.68   |
| DMV - IFTA                                     | 335            | Variable       | \$97,141.04     | \$96,402.52     | \$738.52        | \$147.70                       | \$590.82     |
| DMVSPATE                                       | 450            | Variable       | \$6,330.00      | \$4,980.00      | \$1,350.00      | \$270.00                       | \$1,080.00   |
| DMVSPATEMESS                                   | 890            | Variable       | \$46,200.00     | \$43,530.00     | \$2,670.00      | \$534.00                       | \$2,136.00   |
| DMV - SingleTripPermit                         | 639            | Variable       | \$27,650.00     | \$25,400.00     | \$2,250.00      | \$450.00                       | \$1,800.00   |
| DMV - Motor Vehicle Renewals                   | 50,910         | Variable       | \$11,227,140.96 | \$10,960,165.61 | \$266,975.35    | \$53,395.07                    | \$213,580.28 |
| DMV_Fleets                                     | 66             | Variable       | \$448,184.85    | \$445,644.40    | \$2,540.45      | \$508.09                       | \$2,032.36   |
| DMV_DAS  | 1,082          | Variable       | \$93,868.00     | \$76,663.00     | \$17,205.00     | \$3,441.00                     | \$13,764.00  |
| HHSS - Health Practitioner Lists               | 98             | Variable       | \$7,040.00      | \$0.00          | \$7,040.00      | \$1,408.00                     | \$5,632.00   |
| HHSS - Health Practitioner Lists Bulk          | 1              | Variable       | \$420.00        | \$0.00          | \$420.00        | \$84.00                        | \$336.00     |
| HHSS - Health License Monitoring               | 39,038         | Variable       | \$390.38        | \$0.00          | \$390.38        | \$78.08                        | \$312.30     |
| HHSS - Health License Monitoring Mo. Min.      | 10             | Variable       | \$139.15        | \$0.00          | \$139.15        | \$27.83                        | \$111.32     |
| HHSS - Health Risk Appraisal Company           | 0              | 50             | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00       |
| HHSS - Health Risk Appraisal Employee          | 0              | Variable       | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00       |
| LCC Renewals                                   |                | \$1.00         | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| LCC Local Renewals                             | 237            | Variable       | \$214,225.56    | \$211,920.00    | \$2,305.56      | \$461.11                       | \$1,844.45   |
| LOCLCCNEW                                      |                | Variable       | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| LCC-CCP  | 2,115          | Variable       | \$3,089,844.71  | \$3,083,673.96  | \$6,170.75      | \$1,234.15                     | \$4,936.60   |
| LCC_SDL  |                | Variable       | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| SED - Electrical Permits                       | 835            | 4% of Fee      | \$93,445.07     | \$89,921.50     | \$3,523.57      | \$704.71                       | \$2,818.86   |
| SED - Electrician Permit (Renewal)             | 0              | 2% of Fee      | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00       |
| SED - Electrician Apprentice License           | 273            | 3.00           | \$6,279.00      | \$5,460.00      | \$819.00        | \$163.80                       | \$655.20     |
| SED - License List                             | 2              | Variable       | \$70.00         | \$60.00         | \$10.00         | \$2.00                         | \$8.00       |
| SEDEXAM3 - Exam Application (\$3 fee)          | 84             | 3.00           | \$5,292.00      | \$5,040.00      | \$252.00        | \$50.40                        | \$201.60     |
| SEDEXAM5 - Exam Application (\$5 fee)          | 22             | 5.00           | \$2,860.00      | \$2,750.00      | \$110.00        | \$22.00                        | \$88.00      |
| SOS - Corporation filings (LLC/LLP) (TPE)      | 0              | \$3.00         | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| SOS - NonProfit Reports                        | 0              | \$3.00         | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| SOS - Document eDelivery                       | 3,104          | \$2/vari       | \$209,446.60    | \$202,010.00    | \$7,436.60      | \$1,487.32                     | \$5,949.28   |
| SOS - Corp filings (Foreign/Domestic Corporati | 0              | Variable       | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| SOS - corpdocs (TPE)                           | 1,935          | Variable       | \$8,685.55      | \$4,375.30      | \$4,310.25      | \$862.05                       | \$3,448.20   |
| SOS - CollectionRenew                          | 0              | Variable       | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| SOS - Corporate Monthly Batch Service          | 6              | \$800.00       | \$4,800.00      | \$2,400.00      | \$2,400.00      | \$480.00                       | \$1,920.00   |
| SOS - Corporate Special Request(TPE)           | 29             | Variable       | \$645.00        | \$322.50        | \$322.50        | \$64.50                        | \$258.00     |
| SOS - Corporate Special Request                | 3              | \$15.00        | \$45.00         | \$22.50         | \$22.50         | \$4.50                         | \$18.00      |



|  |       |            |              |              |            |          |            |
|--|-------|------------|--------------|--------------|------------|----------|------------|
| SOS - Corporate Bi-Monthly Batch Service     | 0     | \$500.00   | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     |
| SOS - Corporate Weekly Batch Service         | 13    | \$300.00   | \$3,900.00   | \$1,950.00   | \$1,950.00 | \$390.00 | \$1,560.00 |
| SOS - Corp_OCOGS                             | 522   | \$6.50     | \$3,393.00   | \$1,305.00   | \$2,088.00 | \$417.60 | \$1,670.40 |
| SOS - Corpcogs                               | 2     | \$10.00    | \$20.00      | \$20.00      | \$0.00     | \$0.00   | \$0.00     |
| SOS - Corping2                               | 3,874 | \$0.45     | \$1,743.30   | \$1,239.68   | \$503.62   | \$100.72 | \$402.90   |
| SOS - UCC Bi-Monthly Batch Service           | 0     | 500.00     | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     |
| SOS - UCC Bulk Images                        | 4     | \$800.00   | \$3,200.00   | \$1,600.00   | \$1,600.00 | \$320.00 | \$1,280.00 |
| SOS - UCC Weekly Batch Service               | 17    | \$300.00   | \$5,100.00   | \$2,550.00   | \$2,550.00 | \$510.00 | \$2,040.00 |
| SOS - UCC Interactive Searches               | 4,940 | \$4.50     | \$22,230.00  | \$17,290.00  | \$4,940.00 | \$988.00 | \$3,952.00 |
| SOS - UCC Monthly Batch Service              | 3     | \$800.00   | \$2,400.00   | \$1,200.00   | \$1,200.00 | \$240.00 | \$960.00   |
| SOS - UCC Special Request                    | 256   | Variable   | \$512.00     | \$256.00     | \$256.00   | \$51.20  | \$204.80   |
| SOS - UCC Periodic Dump                      | 0     | \$15.00    | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     |
| SOS - UCC Debtor Location                    | 1     | \$15.00    | \$15.00      | \$7.50       | \$7.50     | \$1.50   | \$6.00     |
| SOS - UCC Continuationl Filings              | 1,248 | \$11.00    | \$13,728.00  | \$11,856.00  | \$1,872.00 | \$374.40 | \$1,497.60 |
| SOS - UCC Original Filings                   | 859   | \$11.00    | \$9,449.00   | \$8,160.50   | \$1,288.50 | \$257.70 | \$1,030.80 |
| SOS - UCC Electronic Amendments              | 286   | \$11.00    | \$3,146.00   | \$2,717.00   | \$429.00   | \$85.80  | \$343.20   |
| SOS - UCC Electronic Assignments             | 0     | \$11.00    | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     |
| SOS - UCC Electronic Collateral Amendments   | 34    | \$11.00    | \$374.00     | \$323.00     | \$51.00    | \$10.20  | \$40.80    |
| SOS - UCC Images                             | 9,177 | \$0.45     | \$4,129.65   | \$2,936.64   | \$1,193.01 | \$238.60 | \$954.41   |
| SOS - UCC BatchSemi Monthly                  | 2     | \$500.00   | \$1,000.00   | \$500.00     | \$500.00   | \$100.00 | \$400.00   |
| SOS - UCCAMEND_BULK                          | 70    | Variable   | \$770.00     | \$665.00     | \$105.00   | \$21.00  | \$84.00    |
| SOS - UCCASSIGN_BULK                         | 7     | Variable   | \$77.00      | \$66.50      | \$10.50    | \$2.10   | \$8.40     |
| SOS - UCCCOLLAMEND                           | 39    | Variable   | \$429.00     | \$370.50     | \$58.50    | \$11.70  | \$46.80    |
| SOS - UCCCONT_BULK                           | 343   | Variable   | \$3,773.00   | \$3,258.50   | \$514.50   | \$102.90 | \$411.60   |
| SOS - UCCORIG_BULK                           | 1,095 | Variable   | \$12,045.00  | \$10,402.50  | \$1,642.50 | \$328.50 | \$1,314.00 |
| SOS - EFS Interactive Searches               | 803   | \$4.50     | \$3,613.50   | \$2,810.50   | \$803.00   | \$160.60 | \$642.40   |
| SOS - EFS Special Request                    | 0     | \$2.00     | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     |
| SOS - EFS Continuations                      | 284   | \$11.00    | \$3,124.00   | \$2,698.00   | \$426.00   | \$85.20  | \$340.80   |
| SOS - EFS Original Filings                   | 110   | \$11.00    | \$1,210.00   | \$1,045.00   | \$165.00   | \$33.00  | \$132.00   |
| REV - Sales/Use Tax Permit Lists             | 1     | \$5.50     | \$5.50       | \$0.00       | \$5.50     | \$1.10   | \$4.40     |
| REV - Sales Tax Filings                      | 0     | \$0.25     | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     |
| REV - Income Tax Withholding Filings (941N)  | 0     | \$0.25     | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     |
| NBPA Renewals TPE                            | 20    | 5.00       | \$510.00     | \$405.00     | \$105.00   | \$21.00  | \$84.00    |
| NREC - Real Estate Commission Services       | 0     | 3% of Fee  | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     |
| E&A - Engineers & Architects License Renewal | 2     | 5% of Fee  | \$169.00     | \$169.00     | \$8.45     | \$1.69   | \$6.76     |
| E&A - Engineers & Architects                 | 52    | 5% of Fee  | \$7,800.00   | \$7,800.00   | \$390.00   | \$78.00  | \$312.00   |
| Water Well Registrations                     | 197   | 7% of Fee  | \$15,600.00  | \$14,508.00  | \$1,092.00 | \$218.40 | \$873.60   |
| REV - Motor Fuels Tax Filing                 | 495   | \$0.25     | \$123.75     | \$0.00       | \$123.75   | \$24.75  | \$99.00    |
| NDOA - Applicator permits                    | 48    | Variable   | \$3,345.00   | \$3,216.00   | \$129.00   | \$25.80  | \$103.20   |
| NDOA - AGAERIAL_LICENSE                      | 2     | Variable   | \$204.98     | \$196.50     | \$8.48     | \$1.70   | \$6.78     |
| NDOA - Measuring device                      | 285   | Variable   | \$81,877.00  | \$80,874.91  | \$1,002.09 | \$200.42 | \$801.67   |
| NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV            | 0     | Variable   | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     |
| NDOA - AGSMALL_PACKAGE                       | 0     | Variable 0 | 0            | 0            | \$0.00     | \$0.00   | \$0.00     |
| NDOA - AG_EURO_CORN                          | 0     | Variable 0 | 0            | 0            | \$0.00     | \$0.00   | \$0.00     |
| NDOA - AG_EURO_CORN_CERT                     | 0     | Variable   | 0            | 0            | \$0.00     | \$0.00   | \$0.00     |
| NDOA - AGFFAL_Tonnage                        | 103   | Variable   | \$45,821.36  | \$45,337.11  | \$484.25   | \$96.85  | \$387.40   |
| NDOA - AGFIRM_REGISTRATION                   | 12    | Variable   | \$167.96     | \$145.75     | \$22.21    | \$4.44   | \$17.77    |
| NDOA - AGGFAL_Renew                          | 3     | Variable   | \$45.74      | \$39.75      | \$5.99     | \$1.20   | \$4.79     |
| NDOA - DAIRY/EGG/TURKEY                      | 0     | Variable   | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     |
| NDOA - Grape/Potato                          | 0     | Variable   | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     |
| NDOA - Food License Renewals                 | 841   | Variable   | \$137,133.92 | \$133,830.57 | \$3,303.35 | \$660.67 | \$2,642.68 |
| NDOA - AGMILK_RENEW                          | 12    | Variable   | \$2,456.04   | \$2,379.00   | \$77.04    | \$15.41  | \$61.63    |
| NDOA - AGPESTKELLY                           | 0     | Variable   | 0            | 0            | \$0.00     | \$0.00   | \$0.00     |
| NDOA - AGPESTPROD_NEW                        | 40    | Variable   | \$6,335.52   | \$6,171.75   | \$163.77   | \$32.75  | \$131.02   |
| NDOA - AG_CervineFacility Permit             | 0     | Variable   | 0            | 0            | \$0.00     | \$0.00   | \$0.00     |
| NDOA - AGASREN_GWP                           | 0     | Variable 0 | 0            | 0            | \$0.00     | \$0.00   | \$0.00     |
| NDOA - AGACTNMRKT                            | 32    | Variable   | \$30,015.59  | \$29,959.59  | \$56.00    | \$11.20  | \$44.80    |
| NDOA - AGNURSERY_RENEW                       | 0     | Variable   | 0            | 0            | \$0.00     | \$0.00   | \$0.00     |
| NDOA - AGNURSERY_STOCK                       | 4     | Variable   | \$442.76     | \$425.00     | \$17.76    | \$3.55   | \$14.21    |
| NDOA - AGPERMIT_SELLSEEDS                    | 2     | Variable   | \$102.50     | \$96.50      | \$6.00     | \$1.20   | \$4.80     |
| NDOA - Pet Feed Rendering                    | 0     | Variable   | 0            | 0            | \$0.00     | \$0.00   | \$0.00     |
| NDOA - Pesticide License Renewals            | 5     | Variable   | \$800.47     | \$781.25     | \$19.22    | \$3.84   | \$15.38    |
| NDOA - AGPESTDEAL_NEW                        | 0     | Variable 0 | 0            | 0            | \$0.00     | \$0.00   | \$0.00     |
| NDOA - AGREPORTING                           | 21    | Variable   | \$83,821.67  | \$83,411.55  | \$410.12   | \$82.02  | \$328.10   |
| NDOA - Governor Ag Conference                | 0     | \$3.00     | 0            | 0            | \$0.00     | \$0.00   | \$0.00     |

|   |         |            |                |                |              |             |             |
|---|---------|------------|----------------|----------------|--------------|-------------|-------------|
| SFM - Fireworks Licenses                  | 18      | Variable   | \$202.50       | \$180.00       | \$22.50      | \$4.50      | \$18.00     |
| SFM - Fireworks Display Permits           | 0       | Variable 0 | 0              | 0              | \$0.00       | \$0.00      | \$0.00      |
| SFM_BOILER                                | 77      | Variable   | \$7,649.00     | \$7,649.00     | \$231.00     | \$46.20     | \$184.80    |
| SFM_ELEVATOR                              | 122     | Variable   | \$24,280.00    | \$24,280.00    | \$366.00     | \$73.20     | \$292.80    |
| SFM_ELEVATOR_CC%                          | 77      | Variable   | \$19,245.00    | \$19,245.00    | \$577.35     | \$115.47    | \$461.88    |
| OTC-Over the counter payment              | 26,654  | Variable   | \$7,426,458.49 | \$7,325,532.07 | \$100,926.42 | \$20,185.28 | \$80,741.14 |
| OTC Billback                              | 164     | Variable   | \$1,097.76     | \$0.00         | \$1,097.76   | \$219.55    | \$878.21    |
| PropertyTax Payments                      | 1,174   | Variable   | \$5,734,919.71 | \$5,713,360.94 | \$21,558.77  | \$4,311.75  | \$17,247.02 |
| PropertyTaxOTC                            | 77      | Variable   | \$164,142.26   | \$162,604.61   | \$1,537.65   | \$307.53    | \$1,230.12  |
| NDOL - Contractor Registration            | 1,694   | Variable   | \$60,774.80    | \$55,550.00    | \$5,224.80   | \$1,044.96  | \$4,179.84  |
| NDOL_OVR_PMT                              | 137     | Variable   | \$18,843.97    | \$18,527.00    | \$316.97     | \$63.39     | \$253.58    |
| NDOL_TAX_PMT                              | 41      | Variable   | \$15,349.63    | \$14,783.11    | \$566.52     | \$113.30    | \$453.22    |
| NEROADS - DOT_Permits                     | 10,935  | Variable   | \$283,541.25   | \$264,405.00   | \$19,136.25  | \$3,827.25  | \$15,309.00 |
| NEROADS - DOT_Hay                         | 153     | Variable   | \$6,512.75     | \$6,120.00     | \$392.75     | \$78.55     | \$314.20    |
| NEROADS- NDOT_RMS                         | 1       | Variable   | \$53.00        | \$50.00        | \$3.00       | \$0.60      | \$2.40      |
| NEROADS- NDOT_Superintendent              | 0       | Variable   | 0              | 0              | \$0.00       | \$0.00      | \$0.00      |
| NEROADS- NDOT_Superintendent billback AC  | 0       | \$1.75     | 0              | 0              | \$0.00       | \$0.00      | \$0.00      |
| NEROADS- NDOT_Superintendent billback CC  | 0       | Variable   | \$0.00         | \$0.00         | \$0.00       | \$0.00      | \$0.00      |
| NEROADS- NDOTSPD                          | 31      | Variable   | \$5,665.11     | \$5,412.73     | \$252.38     | \$50.48     | \$201.90    |
| NEROADS - NDOTPERMITS                     | 14      | Variable   | \$254.50       | \$232.52       | \$21.98      | \$4.40      | \$17.58     |
| State Patrol Crime Report                 | 1,513   | \$18.00    | \$29,574.00    | \$23,850.00    | \$5,724.00   | \$1,144.80  | \$4,579.20  |
| NSPCCW_Renew - NSP Conceal & Carry        | 589     | \$4.50     | \$32,100.50    | \$29,450.00    | \$2,650.50   | \$530.10    | \$2,120.40  |
| NSPApptFee                                | 641     | \$4.50     | \$27,955.32    | \$26,185.00    | \$1,770.32   | \$354.06    | \$1,416.26  |
| State Patrol Crime Report - Subscriber    | 1,946   | Variable   | \$29,497.00    | \$24,842.20    | \$4,654.80   | \$930.96    | \$3,723.84  |
| Event Registration                        | 187     | 10% of Fee | \$51,047.50    | \$45,964.20    | \$5,083.30   | \$1,016.66  | \$4,066.64  |
| Sarpy_Stop                                | 295     | Variable   | \$43,565.00    | \$42,506.85    | \$1,058.15   | \$211.63    | \$846.52    |
| Sarpy_tobacco_license                     | 0       | Variable   | \$0.00         | \$0.00         | \$0.00       | \$0.00      | \$0.00      |
| Medicaid & Long Term Care                 | 3       | \$1.75     | \$378.00       | \$378.00       | \$5.25       | \$1.05      | \$4.20      |
| Food New Applications ACH Billback        | 5       | \$1.75     | \$904.86       | \$904.86       | \$8.75       | \$1.75      | \$7.00      |
| LPNNRD_Trees_Sale                         | 0       | Variable 0 | 0              | 0              | \$0.00       | \$0.00      | \$0.00      |
| City of Waverly Soccer Registration (TPE) | 0       | Variable   | 0              | 0              | \$0.00       | \$0.00      | \$0.00      |
| recreation_program                        | 47      | Variable   | \$2,912.88     | \$2,775.00     | \$137.88     | \$27.58     | \$110.30    |
| order_form_LPNNRD                         | 23      | Variable   | \$1,258.58     | \$1,193.50     | \$65.08      | \$13.02     | \$52.06     |
| order_form_UBBNRD                         | 0       | Variable 0 | 0              | 0              | \$0.00       | \$0.00      | \$0.00      |
| Library_acct_mgmt                         | 10      | Variable   | \$426.50       | \$400.00       | \$26.50      | \$5.30      | \$21.20     |
| Utility_payment                           | 1,746   | Variable   | \$350,639.58   | \$342,797.32   | \$7,842.26   | \$1,568.45  | \$6,273.81  |
| SarpyCommunityCorrections                 | 28      | Variable   | \$3,390.23     | \$3,260.00     | \$130.23     | \$26.05     | \$104.18    |
| SARPY_VEHINSP                             | 92      | Variable   | \$4,216.14     | \$3,956.50     | \$259.64     | \$51.93     | \$207.71    |
| OTLPAYMENT                                | 20      | Variable   | \$19,380.75    | \$19,309.77    | \$70.98      | \$14.20     | \$56.78     |
| 59PlanningDept                            | 97      | Variable   | \$32,930.03    | \$32,141.90    | \$788.13     | \$157.63    | \$630.50    |
| gretna_occ_tax                            | 29      | Variable   | \$59,455.76    | \$59,320.62    | \$135.14     | \$27.03     | \$108.11    |
| hastings_multi_payment                    | 3       | Variable   | \$251.40       | \$240.00       | \$11.40      | \$2.28      | \$9.12      |
| SYNTHETICSVC                              | 0       | Variable 0 | 0              | 0              | \$0.00       | \$0.00      | \$0.00      |
| PRODTESTSVC                               | 0       | Variable 0 | 0              | 0              | \$0.00       | \$0.00      | \$0.00      |
| NBELS_Recip_Surveyor                      | 1       | Variable   | \$42.75        | \$40.00        | \$2.75       | \$0.55      | \$2.20      |
| NBELS_Land_Surveyor                       | 1       | Variable   | \$42.75        | \$40.00        | \$2.75       | \$0.55      | \$2.20      |
| NBELS_Surveyor_Training                   | 0       | Variable   | 0              | 0              | \$0.00       | \$0.00      | \$0.00      |
| NBELS_LS_RENEW                            | 0       | Variable   | 0              | 0              | \$0.00       | \$0.00      | \$0.00      |
| ded_programs_payment                      | 0       | Variable   | 0              | 0              | \$0.00       | \$0.00      | \$0.00      |
| Holt County Overweight Perm               | 2       | Variable   | \$412.00       | \$400.00       | \$12.00      | \$2.40      | \$9.60      |
| DOI_INITIAL_REG                           | 5       | Variable   | \$2,045.00     | \$2,000.00     | \$45.00      | \$9.00      | \$36.00     |
| DOI_MISC_PAY                              | 44      | Variable   | \$6,804.56     | \$6,524.00     | \$280.56     | \$56.11     | \$224.45    |
| DOIRENEW                                  | 70      | Variable   | \$7,741.50     | \$7,350.00     | \$391.50     | \$78.30     | \$313.20    |
| Micellianous Charge for Swipers           | 0       | Variable   | \$0.00         | \$0.00         | \$0.00       | \$0.00      | \$0.00      |
| NBC_HeadCountF                            | 137,376 | Variable   | \$8,242.56     | \$0.00         | \$8,242.56   | \$1,648.51  | \$6,594.05  |
| NBC_Inspections                           | 484     | Variable   | \$57,861.48    | \$57,861.48    | \$0.00       | \$0.00      | \$0.00      |
| NBC_NIRFLFee                              | 0       | Variable   | \$0.00         | \$0.00         | \$0.00       | \$0.00      | \$0.00      |
| NBC_NISaleBarn                            | 77      | Variable   | \$56,542.00    | \$56,542.00    | \$0.00       | \$0.00      | \$0.00      |
| NBC_NISaleBarnF                           | 66,520  | Variable   | \$3,991.20     | \$0.00         | \$3,991.20   | \$798.24    | \$3,192.96  |
| NBC_RFLRenewal                            | 0       | Variable   | \$0.00         | \$0.00         | \$0.00       | \$0.00      | \$0.00      |
| NBC_NIPackLock                            | 87      | Variable   | \$32,391.80    | \$32,391.80    | \$0.00       | \$0.00      | \$0.00      |
| NBC_NIPackLockF                           | 38,108  | Variable   | \$2,286.48     | \$0.00         | \$2,286.48   | \$457.30    | \$1,829.18  |
| NBC_BrandRene                             | 25      | Variable   | \$93.75        | \$0.00         | \$93.75      | \$18.75     | \$75.00     |
| BOGRENEW                                  | 0       | \$3.25     | \$0.00         | \$0.00         | \$0.00       | \$0.00      | \$0.00      |
| dhhscentregDH                             | 1,930   | Variable   | \$7,720.00     | \$4,825.00     | \$2,895.00   | \$579.00    | \$2,316.00  |
| dhhscentregLN-subscriber                  | 0       | Variable   | \$0.00         | \$0.00         | \$0.00       | \$0.00      | \$0.00      |

|                 |                     |          |                      |                      |                   |                   |                   |
|-----------------|---------------------|----------|----------------------|----------------------|-------------------|-------------------|-------------------|
| dhhscentreg     | 4,283               | \$1.50   | \$20,427.00          | \$14,013.00          | \$6,414.00        | \$1,282.80        | \$5,131.20        |
| dhhscentregDHL  | 10,553              | \$1.50   | \$52,765.00          | \$36,935.50          | \$15,829.50       | \$3,165.90        | \$12,663.60       |
| REVENUE_FEE     | 5,321               | \$1.75   | \$9,311.75           | \$0.00               | \$9,311.75        | \$1,862.35        | \$7,449.40        |
| MVILB_Renewal   | 0                   | Variable | 0                    | 0                    | \$0.00            | \$0.00            | \$0.00            |
| ABE Renewal     |                     | Variable | \$128.00             | \$125.00             | \$3.00            | \$0.60            | \$2.40            |
| <b>SUBTOTAL</b> | <b>1,336,292.00</b> |          | <b>33,216,302.70</b> | <b>32,458,461.75</b> | <b>759,427.75</b> | <b>151,885.54</b> | <b>607,542.21</b> |

**Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board**

| Service/Volume Processed                     | No. of Records | ee per Record | Total Revenue       | Agency Share        | NII Gross Share   | NII Share         |
|--|----------------|---------------|---------------------|---------------------|-------------------|-------------------|
| Court Records (Justice) Per Record           | 140,952        | \$1.00        | \$140,952.00        | 70,476.00           | \$70,476.00       | \$70,476.00       |
| Court Records (Justice) Monthly              | 102            | \$500.00      | \$51,000.00         | \$25,500.00         | \$25,500.00       | \$25,500.00       |
| Court Records (Justice) Credit Card Searches | 1,612          | \$15.00       | \$24,180.00         | \$12,090.00         | \$12,090.00       | \$12,090.00       |
| Court E-Filing                               | 21,716         | \$1.00        | \$21,716.00         | \$0.00              | \$21,716.00       | \$21,716.00       |
| COURTRECORDERF                               | 5              | \$1,000.00    | \$7,500.00          | \$3,750.00          | \$3,750.00        | \$3,750.00        |
| COURTRECORDERU                               | 1              | \$1,500.00    | \$1,500.00          | \$500.00            | \$500.00          | \$500.00          |
| COURTAPPELFILE                               | 401            | \$2.00        | \$802.00            | \$0.00              | \$802.00          | \$802.00          |
| AOC CERTGTS                                  | 52             | Variable      | \$402.90            | \$305.00            | \$97.90           | \$97.90           |
| AOC CERTGTS Billback CC%                     | 46             | Variable      | \$1,150.00          | \$1,150.00          | \$28.64           | \$28.64           |
| COURTAPPTFILE                                | 18             | variable      | \$2,948.00          | \$0.00              | \$2,948.00        | \$2,948.00        |
| Courtjudge                                   | 136            | \$50.00       | \$6,800.00          | \$0.00              | \$6,800.00        | \$6,800.00        |
| Court Citations                              | 7,409          | Variable      | \$1,011,049.60      | \$989,653.05        | \$21,396.55       | \$21,396.55       |
| AOC_Cert_Authority                           | 59             | Variable      | \$1,475.00          | \$1,371.75          | \$103.25          | \$103.25          |
| Court Payments                               | 3,368          | Variable      | \$1,197,583.11      | \$1,179,849.93      | \$17,733.18       | \$17,733.18       |
| Lobbyist Registration                        | 15             | \$0.05        | \$4,830.00          | \$4,830.00          | \$241.50          | \$241.50          |
| OTC-Court payments                           | 0              | Variable      | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| LEG - BillTracker (1-3 eProfiles)            | 0              | \$50.00       | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| LEG - BillTracker (4-10 eProfiles)           | 0              | \$100.00      | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| LEG - BillTracker (11-20 eProfiles)          | 0              | \$250.00      | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| LEG - BillTracker (Unlimited eProfiles)      | 0              | \$500.00      | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| Wccfile                                      | 757            | \$3.00        | \$2,271.00          | \$0.00              | \$2,271.00        | \$2,271.00        |
| Sccalessubscr                                | 1,001          | Variable      | \$1,001.00          | \$500.50            | \$500.50          | \$500.50          |
| <b>SUBTOTAL</b>                              | <b>177,650</b> |               | <b>2,476,660.61</b> | <b>2,289,976.23</b> | <b>186,954.52</b> | <b>186,954.52</b> |

**Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board**

| Other Revenue/Adjustments     | Number | Fee per Item | Total Revenue       | NII Gross Share     | NII Share    |
|-------------------------------|--------|--------------|---------------------|---------------------|--------------|
| Grants/ Special Projects      |        |              | \$126,143.76        | \$126,143.76        | \$126,143.76 |
| Implementation Fee            | 0      |              | \$0.00              | \$0.00              | \$0.00       |
| Subscriptions - New           | 521    | variable     | \$52,100.00         | \$52,100.00         | \$52,100.00  |
| Renewal                       | 0      | variable     | 0.00                | 0.00                | 0.00         |
| Billing Minimums/Adjustments  | 0      |              | 0.00                | 0.00                | 0.00         |
| Revenue Affecting adjustments |        |              |                     |                     |              |
| <b>SUBTOTAL</b>               |        |              | <b>\$178,243.76</b> | <b>\$178,243.76</b> |              |


**Other Applications Maintained and Supported - No Revenue**

| Service/Volume Processed       | No. of Transactions | ee per Record | Total Revenue         | Agency Share          | NII Share     |
|--------------------------------|---------------------|---------------|-----------------------|-----------------------|---------------|
| DAS - State Directory Order    | 0                   | 5.00          | 0.00                  | 0.00                  | 0.00          |
| DED -Conference Registration   | 0                   | 75.00         | 0.00                  | 0.00                  | 0.00          |
| DHHS - Birth Certificate Order | 0                   | 17.00         | 0.00                  | 0.00                  | 0.00          |
| LCC -Tax Payments              |                     | variable      | 0                     | 0                     | 0.00          |
| COURTEFILESUB                  | 21,716              | variable      | \$661,696.55          | \$661,696.55          | 0.00          |
| PSCREMIT                       | 330                 | variable      | \$5,162,719.74        | \$5,162,719.74        | 0.00          |
| WCCSUB                         | 106                 | variable      | \$1,682.00            | \$1,682.00            | 0.00          |
| <b>SUBTOTAL</b>                | <b>22,152</b>       |               | <b>\$5,826,098.29</b> | <b>\$5,826,098.29</b> | <b>\$0.00</b> |

**Payment Statement  
October 31, 2024**

TO: Nebraska State Records Board  
c/o Secretary of State's Office  
Room 2300, State Capitol  
Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC  
1 S. 13th, Suite 301  
Lincoln, NE 68508



**PERIOD COVERED: September 1st - September 30th**

**Transaction Services Subject to the 20% Split with the Nebraska State Records Board**

| Service/Volume Processed                       | No. of Records | Fee per Record | Total Revenue   | Agency Share    | NII Gross Share | NSRB Share (2 NII Share (80%)) |              |
|--|----------------|----------------|-----------------|-----------------|-----------------|--------------------------------|--------------|
| DMV- DLR - Batch                               | 8,397          | \$7.50         | \$62,977.50     | \$54,580.50     | \$8,397.00      | \$1,679.40                     | \$6,717.60   |
| DMV- DLR - Monitoring Fee                      | 718,955        | \$0.06         | \$43,137.30     | \$28,758.20     | \$14,379.10     | \$2,875.82                     | \$11,503.28  |
| DMV- DLR - Interactive                         | 83,200         | \$7.50         | \$624,000.00    | \$540,800.00    | \$83,200.00     | \$16,640.00                    | \$66,560.00  |
| DMV- DLR - Certified                           | 3              | \$7.50         | \$22.50         | \$19.50         | \$3.00          | \$0.60                         | \$2.40       |
| DMV- DLR - Certified Transcript                | 55             | \$8.50         | \$467.50        | \$412.50        | \$55.00         | \$11.00                        | \$44.00      |
| DMV-SRIND                                      | 534            | \$0.50         | \$267.00        | \$0.00          | \$267.00        | \$53.40                        | \$213.60     |
| DMV-SRBULK                                     | 5,194          | \$0.15         | \$779.10        | \$0.00          | \$779.10        | \$155.82                       | \$623.28     |
| DMVSRMONTH                                     | 5              | \$0.15         | \$1,000.00      | \$0.00          | \$1,000.00      | \$200.00                       | \$800.00     |
| DMV - DLR Single                               | 1,569          | \$7.50         | \$11,704.50     | \$10,198.50     | \$1,506.00      | \$301.20                       | \$1,204.80   |
| DMV - Driver License Renew                     | 14,117         | Variable       | \$375,108.75    | \$356,383.00    | \$18,725.75     | \$3,745.15                     | \$14,980.60  |
| DMVOTC   | 10,113         | Variable       | \$258,050.00    | \$244,114.00    | \$13,936.00     | \$2,787.20                     | \$11,148.80  |
| DMVOTC_CASH                                    | 16,569         | Variable       | \$397,466.00    | \$397,466.00    | \$0.00          | \$0.00                         | \$0.00       |
| DMV- TLR - Interactive                         | 21,758         | \$1.00         | \$21,758.00     | \$8,703.20      | \$13,054.80     | \$2,610.96                     | \$10,443.84  |
| DMV- TLR - batch                               | 12,726         | \$1.00         | \$12,726.00     | \$5,090.40      | \$7,635.60      | \$1,527.12                     | \$6,108.48   |
| DMV- TLR - Set-up Fee                          | 0              | \$55.00        | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00       |
| DMV- TLR - Special Request Runs                | 4              | \$50.00        | \$200.00        | \$136.00        | \$64.00         | \$12.80                        | \$51.20      |
| DMV- TLR - Vol. Over 2,000/Run                 | 7              | \$18.00        | \$126.00        | \$70.00         | \$56.00         | \$11.20                        | \$44.80      |
| DMV - Reinstatement                            | 1,805          | \$3.00         | \$139,790.00    | \$134,375.00    | \$5,415.00      | \$1,083.00                     | \$4,332.00   |
| DMV - IRP                                      | 335            | Variable       | \$285,501.83    | \$283,495.09    | \$2,006.74      | \$401.35                       | \$1,605.39   |
| DMV - IFTA                                     | 135            | Variable       | \$16,316.34     | \$16,027.44     | \$288.90        | \$57.78                        | \$231.12     |
| DMVSPLATE                                      | 411            | Variable       | \$6,598.50      | \$5,370.00      | \$1,228.50      | \$245.70                       | \$982.80     |
| DMVSPLATEMESS                                  | 922            | Variable       | \$47,376.00     | \$44,610.00     | \$2,766.00      | \$553.20                       | \$2,212.80   |
| DMV - SingleTripPermit                         | 656            | Variable       | \$26,968.00     | \$24,770.00     | \$2,198.00      | \$439.60                       | \$1,758.40   |
| DMV - Motor Vehicle Renewals                   | 43,521         | Variable       | \$10,387,053.36 | \$10,145,552.80 | \$241,500.56    | \$48,300.11                    | \$193,200.45 |
| DMV_Fleets                                     | 49             | Variable       | \$102,686.08    | \$101,626.70    | \$1,059.38      | \$211.88                       | \$847.50     |
| DMV_DAS  | 923            | Variable       | \$83,589.00     | \$68,223.00     | \$15,366.00     | \$3,073.20                     | \$12,292.80  |
| HHSS - Health Practitioner Lists               | 83             | Variable       | \$6,470.00      | \$0.00          | \$6,470.00      | \$1,294.00                     | \$5,176.00   |
| HHSS - Health Practitioner Lists Bulk          | 1              | Variable       | \$415.00        | \$0.00          | \$415.00        | \$83.00                        | \$332.00     |
| HHSS - Health License Monitoring               | 159,215        | Variable       | \$1,592.15      | \$0.00          | \$1,592.15      | \$318.43                       | \$1,273.72   |
| HHSS - Health License Monitoring Mo. Min.      | 11             | Variable       | \$147.78        | \$0.00          | \$147.78        | \$29.56                        | \$118.22     |
| HHSS - Health Risk Appraisal Company           | 0              | 50             | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00       |
| HHSS - Health Risk Appraisal Employee          | 0              | Variable       | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00       |
| LCC Renewals                                   |                | \$1.00         | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| LCC Local Renewals                             | 239            | Variable       | \$204,821.90    | \$201,894.67    | \$2,927.23      | \$585.45                       | \$2,341.78   |
| LOCLCCNEW                                      |                | Variable       | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| LCC-CCP  | 1,613          | Variable       | \$3,109,459.55  | \$3,104,555.53  | \$4,904.02      | \$980.80                       | \$3,923.22   |
| LCC_SDL  |                | Variable       | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| SED - Electrical Permits                       | 714            | 4% of Fee      | \$76,441.62     | \$73,547.50     | \$2,894.12      | \$578.82                       | \$2,315.30   |
| SED - Electrician Permit (Renewal)             | 0              | 2% of Fee      | \$0.00          | \$0.00          | \$0.00          | \$0.00                         | \$0.00       |
| SED - Electrician Apprentice License           | 123            | 3.00           | \$2,829.00      | \$2,460.00      | \$369.00        | \$73.80                        | \$295.20     |
| SED - License List                             | 3              | Variable       | \$75.00         | \$60.00         | \$15.00         | \$3.00                         | \$12.00      |
| SEDEXAM3 - Exam Application (\$3 fee)          | 91             | 3.00           | \$5,733.00      | \$5,460.00      | \$273.00        | \$54.60                        | \$218.40     |
| SEDEXAM5 - Exam Application (\$5 fee)          | 18             | 5.00           | \$2,340.00      | \$2,250.00      | \$90.00         | \$18.00                        | \$72.00      |
| SOS - Corporation filings (LLC/LLP) (TPE)      | 0              | \$3.00         | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| SOS - NonProfit Reports                        | 0              | \$3.00         | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| SOS - Document eDelivery                       | 3,007          | \$2/vari       | \$205,047.45    | \$197,800.00    | \$7,247.45      | \$1,449.49                     | \$5,797.96   |
| SOS - Corp filings (Foreign/Domestic Corporati | 0              | Variable       | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| SOS - corpdocs (TPE)                           | 1,808          | Variable       | \$9,095.05      | \$4,579.60      | \$4,515.45      | \$903.09                       | \$3,612.36   |
| SOS - CollectionRenew                          | 0              | Variable       | 0               | 0               | \$0.00          | \$0.00                         | \$0.00       |
| SOS - Corporate Monthly Batch Service          | 7              | \$800.00       | \$5,600.00      | \$2,800.00      | \$2,800.00      | \$560.00                       | \$2,240.00   |
| SOS - Corporate Special Request(TPE)           | 56             | Variable       | \$3,870.00      | \$1,935.00      | \$1,935.00      | \$387.00                       | \$1,548.00   |
| SOS - Corporate Special Request                | 3              | \$15.00        | \$45.00         | \$22.50         | \$22.50         | \$4.50                         | \$18.00      |

|  |       |           |              |              |            |          |            |            |
|--|-------|-----------|--------------|--------------|------------|----------|------------|------------|
| SOS - Corporate Bi-Monthly Batch Service     | 0     | \$500.00  | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| SOS - Corporate Weekly Batch Service         | 14    | \$300.00  | \$4,200.00   | \$2,100.00   | \$2,100.00 | \$420.00 | \$1,680.00 | \$1,680.00 |
| SOS - Corp_OCOGS                             | 435   | \$6.50    | \$2,827.50   | \$1,087.50   | \$1,740.00 | \$348.00 | \$1,392.00 | \$1,392.00 |
| SOS - Corpocogs                              | 0     | \$10.00   | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| SOS - Corpimg2                               | 3,999 | \$0.45    | \$1,799.55   | \$1,279.68   | \$519.87   | \$103.97 | \$415.90   | \$415.90   |
| SOS - UCC Bi-Monthly Batch Service           | 0     | 500.00    | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| SOS - UCC Bulk Images                        | 4     | \$800.00  | \$3,200.00   | \$1,600.00   | \$1,600.00 | \$320.00 | \$1,280.00 | \$1,280.00 |
| SOS - UCC Weekly Batch Service               | 19    | \$300.00  | \$5,700.00   | \$2,850.00   | \$2,850.00 | \$570.00 | \$2,280.00 | \$2,280.00 |
| SOS - UCC Interactive Searches               | 4,661 | \$4.50    | \$20,974.50  | \$16,313.50  | \$4,661.00 | \$932.20 | \$3,728.80 | \$3,728.80 |
| SOS - UCC Monthly Batch Service              | 4     | \$800.00  | \$3,200.00   | \$1,600.00   | \$1,600.00 | \$320.00 | \$1,280.00 | \$1,280.00 |
| SOS - UCC Special Request                    | 265   | Variable  | \$530.00     | \$265.00     | \$265.00   | \$53.00  | \$212.00   | \$212.00   |
| SOS - UCC Periodic Dump                      | 0     | \$15.00   | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| SOS - UCC Debtor Location                    | 1     | \$15.00   | \$15.00      | \$7.50       | \$7.50     | \$1.50   | \$6.00     | \$6.00     |
| SOS - UCC Continuationl Filings              | 1,067 | \$11.00   | \$11,737.00  | \$10,136.50  | \$1,600.50 | \$320.10 | \$1,280.40 | \$1,280.40 |
| SOS - UCC Original Filings                   | 860   | \$11.00   | \$9,460.00   | \$8,170.00   | \$1,290.00 | \$258.00 | \$1,032.00 | \$1,032.00 |
| SOS - UCC Electronic Amendments              | 232   | \$11.00   | \$2,552.00   | \$2,204.00   | \$348.00   | \$69.60  | \$278.40   | \$278.40   |
| SOS - UCC Electronic Assignments             | 2     | \$11.00   | \$22.00      | \$19.00      | \$3.00     | \$0.60   | \$2.40     | \$2.40     |
| SOS - UCC Electronic Collateral Amendments   | 39    | \$11.00   | \$429.00     | \$370.50     | \$58.50    | \$11.70  | \$46.80    | \$46.80    |
| SOS - UCC Images                             | 9,465 | \$0.45    | \$4,259.25   | \$3,028.80   | \$1,230.45 | \$246.09 | \$984.36   | \$984.36   |
| SOS - UCC BatchSemi Monthly                  | 2     | \$500.00  | \$1,000.00   | \$500.00     | \$500.00   | \$100.00 | \$400.00   | \$400.00   |
| SOS - UCCAMEND_BULK                          | 260   | Variable  | \$2,860.00   | \$2,470.00   | \$390.00   | \$78.00  | \$312.00   | \$312.00   |
| SOS - UCCASSIGN_BULK                         | 7     | Variable  | \$77.00      | \$66.50      | \$10.50    | \$2.10   | \$8.40     | \$8.40     |
| SOS - UCCCOLLAMEND                           | 30    | Variable  | \$330.00     | \$285.00     | \$45.00    | \$9.00   | \$36.00    | \$36.00    |
| SOS - UCCCONT_BULK                           | 364   | Variable  | \$4,004.00   | \$3,458.00   | \$546.00   | \$109.20 | \$436.80   | \$436.80   |
| SOS - UCCORIG_BULK                           | 1,141 | Variable  | \$12,551.00  | \$10,839.50  | \$1,711.50 | \$342.30 | \$1,369.20 | \$1,369.20 |
| SOS - EFS Interactive Searches               | 734   | \$4.50    | \$3,303.00   | \$2,569.00   | \$734.00   | \$146.80 | \$587.20   | \$587.20   |
| SOS - EFS Special Request                    | 0     | \$2.00    | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| SOS - EFS Continuations                      | 284   | \$11.00   | \$3,124.00   | \$2,698.00   | \$426.00   | \$85.20  | \$340.80   | \$340.80   |
| SOS - EFS Original Filings                   | 100   | \$11.00   | \$1,100.00   | \$950.00     | \$150.00   | \$30.00  | \$120.00   | \$120.00   |
| REV - Sales/Use Tax Permit Lists             | 25    | \$5.50    | \$137.50     | \$0.00       | \$137.50   | \$27.50  | \$110.00   | \$110.00   |
| REV - Sales Tax Filings                      | 0     | \$0.25    | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| REV - Income Tax Withholding Filings (941N)  | 0     | \$0.25    | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| NBPA Renewals TPE                            | 26    | 5.00      | \$780.00     | \$650.00     | \$130.00   | \$26.00  | \$104.00   | \$104.00   |
| NREC - Real Estate Commission Services       | 0     | 3% of Fee | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| E&A - Engineers & Architects License Renewal | 20    | 5% of Fee | \$1,833.00   | \$1,833.00   | \$91.65    | \$18.33  | \$73.32    | \$73.32    |
| E&A - Engineers & Architects                 | 57    | 5% of Fee | \$8,550.00   | \$8,550.00   | \$427.50   | \$85.50  | \$342.00   | \$342.00   |
| Water Well Registrations                     | 275   | 7% of Fee | \$20,560.00  | \$19,120.80  | \$1,439.20 | \$287.84 | \$1,151.36 | \$1,151.36 |
| REV - Motor Fuels Tax Filing                 | 522   | \$0.25    | \$130.50     | \$0.00       | \$130.50   | \$26.10  | \$104.40   | \$104.40   |
| NDOA - Applicator permits                    | 25    | Variable  | \$1,860.00   | \$1,791.00   | \$69.00    | \$13.80  | \$55.20    | \$55.20    |
| NDOA - AGAERIAL_LICENSE                      | 0     | Variable  | 0            | 0            | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| NDOA - Measuring device                      | 280   | Variable  | \$83,924.15  | \$82,713.39  | \$1,210.76 | \$242.15 | \$968.61   | \$968.61   |
| NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV            | 0     | Variable  | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| NDOA - AGSMALL_PACKAGE                       | 2     | Variable  | \$409.96     | \$396.50     | \$13.46    | \$2.69   | \$10.77    | \$10.77    |
| NDOA - AG_EURO_CORN                          | 0     | Variable  | 0            | 0            | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| NDOA - AG_EURO_CORN_CERT                     | 0     | Variable  | 0            | 0            | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| NDOA - AGFFAL_Tonnage                        | 14    | Variable  | \$1,337.48   | \$1,284.86   | \$52.62    | \$10.52  | \$42.10    | \$42.10    |
| NDOA - AGFIRM_REGISTRATION                   | 7     | Variable  | \$112.35     | \$97.75      | \$14.60    | \$2.92   | \$11.68    | \$11.68    |
| NDOA - AGGFAL_Renew                          | 1     | Variable  | \$13.37      | \$13.25      | \$2.12     | \$0.42   | \$1.70     | \$1.70     |
| NDOA - DAIRY/EGG/TURKEY                      | 0     | Variable  | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| NDOA - Grape/Potato                          | 0     | Variable  | \$0.00       | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| NDOA - Food License Renewals                 | 1,286 | Variable  | \$192,747.13 | \$188,052.96 | \$4,694.17 | \$938.83 | \$3,755.34 | \$3,755.34 |
| NDOA - AGMILK_RENEW                          | 4     | Variable  | \$717.44     | \$693.00     | \$24.44    | \$4.89   | \$19.55    | \$19.55    |
| NDOA - AGPESTKELLY                           | 0     | Variable  | 0            | 0            | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| NDOA - AGPESTPROD_NEW                        | 42    | Variable  | \$6,671.44   | \$6,488.25   | \$183.19   | \$36.64  | \$146.55   | \$146.55   |
| NDOA - AG_CervineFacility Permit             | 2     | Variable  | \$69.18      | \$64.00      | \$5.18     | \$1.04   | \$4.14     | \$4.14     |
| NDOA - AGASREN_GWP                           | 0     | Variable  | 0            | 0            | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| NDOA - AGACTNMRKT                            | 35    | Variable  | \$33,036.76  | \$32,975.51  | \$61.25    | \$12.25  | \$49.00    | \$49.00    |
| NDOA - DOGCATBREEDANNUAL                     | 139   | Variable  | \$25,382.50  | \$24,925.00  | \$457.50   | \$91.50  | \$366.00   | \$366.00   |
| NDOA - AGNURSERY_RENEW                       | 0     | Variable  | 0            | 0            | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| NDOA - AGNURSERY_STOCK                       | 4     | Variable  | \$442.76     | \$425.00     | \$17.76    | \$3.55   | \$14.21    | \$14.21    |
| NDOA - AGPERMIT_SELLSEEDS                    | 1     | Variable  | \$102.49     | \$98.25      | \$4.24     | \$0.85   | \$3.39     | \$3.39     |
| NDOA - Pet Feed Rendering                    | 0     | Variable  | 0            | 0            | \$0.00     | \$0.00   | \$0.00     | \$0.00     |
| NDOA - Pesticide License Renewals            | 1     | Variable  | \$50.00      | \$48.25      | \$1.75     | \$0.35   | \$1.40     | \$1.40     |
| NDOA - AGPESTDEAL_NEW                        | 3     | Variable  | \$76.24      | \$69.75      | \$6.49     | \$1.30   | \$5.19     | \$5.19     |
| NDOA - AGREPORTING                           | 10    | Variable  | \$36,345.85  | \$36,326.16  | \$19.69    | \$3.94   | \$15.75    | \$15.75    |

|   |         |            |                |                |             |             |             |        |
|---|---------|------------|----------------|----------------|-------------|-------------|-------------|--------|
| NDOA - Governor Ag Conference             | 0       |            | \$3.00         | 0              | 0           | \$0.00      | \$0.00      | \$0.00 |
| SFM - Fireworks Licenses                  | 4       | Variable   | \$45.00        | \$40.00        | \$5.00      | \$1.00      | \$4.00      |        |
| SFM - Fireworks Display Permits           | 1       | Variable   | \$26.63        | \$25.00        | \$1.63      | \$0.33      | \$1.30      |        |
| SFM_BOILER                                | 67      | Variable   | \$9,446.00     | \$9,446.00     | \$201.00    | \$40.20     | \$160.80    |        |
| SFM_ELEVATOR                              | 153     | Variable   | \$27,048.80    | \$27,048.80    | \$459.00    | \$91.80     | \$367.20    |        |
| SFM_ELEVATOR_CC%                          | 105     | Variable   | \$21,478.80    | \$21,478.80    | \$644.36    | \$128.87    | \$515.49    |        |
| OTC-Over the counter payment              | 22,030  | Variable   | \$6,123,846.32 | \$6,036,403.24 | \$87,443.08 | \$17,488.62 | \$69,954.46 |        |
| OTC Billback                              | 59      | Variable   | \$975.50       | \$0.00         | \$975.50    | \$195.10    | \$780.40    |        |
| PropertyTax Payments                      | 609     | Variable   | \$1,934,915.25 | \$1,924,596.89 | \$10,318.36 | \$2,063.67  | \$8,254.69  |        |
| PropertyTaxOTC                            | 44      | Variable   | \$82,902.69    | \$82,107.34    | \$795.35    | \$159.07    | \$636.28    |        |
| NDOL - Contractor Registration            | 1,402   | Variable   | \$45,542.20    | \$41,215.00    | \$4,327.20  | \$865.44    | \$3,461.76  |        |
| NDOL_OVR_PMT                              | 196     | Variable   | \$42,311.86    | \$41,595.39    | \$716.47    | \$143.29    | \$573.18    |        |
| NDOL_TAX_PMT                              | 27      | Variable   | \$7,263.05     | \$6,972.86     | \$290.19    | \$58.04     | \$232.15    |        |
| NEROADS - DOT_Permits                     | 10,929  | Variable   | \$285,825.75   | \$266,700.00   | \$19,125.75 | \$3,825.15  | \$15,300.60 |        |
| NEROADS - DOT_Hay                         | 11      | Variable   | \$468.25       | \$440.00       | \$28.25     | \$5.65      | \$22.60     |        |
| NEROADS- NDOT_RMS                         | 2       | Variable   | \$106.00       | \$100.00       | \$6.00      | \$1.20      | \$4.80      |        |
| NEROADS- NDOT_Superintendent              | 0       | Variable   | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| NEROADS- NDOT_Superintendent billback AC  | 0       | \$1.75     | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| NEROADS- NDOT_Superintendent billback CC  | 0       | Variable   | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| NEROADS- NDOTSPD                          | 28      | Variable   | \$8,580.95     | \$8,249.46     | \$331.49    | \$66.30     | \$265.19    |        |
| NEROADS - NDOTPERMITS                     | 17      | Variable   | \$299.75       | \$273.06       | \$26.69     | \$5.34      | \$21.35     |        |
| State Patrol Crime Report                 | 1,451   | \$18.00    | \$27,621.00    | \$22,275.00    | \$5,346.00  | \$1,069.20  | \$4,276.80  |        |
| NSPCCW_Renew - NSP Conceal & Carry        | 643     | \$4.50     | \$34,989.00    | \$32,100.00    | \$2,889.00  | \$577.80    | \$2,311.20  |        |
| NSPApptFee                                | 502     | \$4.50     | \$22,400.24    | \$20,996.00    | \$1,404.24  | \$280.85    | \$1,123.39  |        |
| State Patrol Crime Report - Subscriber    | 2,141   | Variable   | \$32,846.50    | \$27,370.90    | \$5,475.60  | \$1,095.12  | \$4,380.48  |        |
| Event Registration                        | 55      | 10% of Fee | \$10,778.00    | \$9,701.00     | \$1,077.00  | \$215.40    | \$861.60    |        |
| Sarpy_Stop                                | 226     | Variable   | \$31,265.00    | \$30,505.58    | \$759.42    | \$151.88    | \$607.54    |        |
| Sarpy_tobacco_license                     | 0       | Variable   | \$0.00         | \$0.00         | \$0.00      | \$0.00      | \$0.00      |        |
| Medicaid & Long Term Care                 | 7       | \$1.75     | \$619.00       | \$619.00       | \$12.25     | \$2.45      | \$9.80      |        |
| OTC ACH Billback (Dept of Ag)             | 89      | Variable   | \$1,172.07     | \$1,172.07     | \$259.50    | \$51.90     | \$207.60    |        |
| LPNNRD_Trees_Sale                         | 0       | Variable 0 | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| City of Waverly Soccer Registration (TPE) | 0       | Variable   | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| recreation_program                        | 0       | Variable 0 | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| order_form_LPNNRD                         | 20      | Variable   | \$929.82       | \$867.22       | \$62.60     | \$12.52     | \$50.08     |        |
| order_form_UBBNRD                         | 0       | Variable 0 | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| Library_acct_mgmt                         | 11      | Variable   | \$467.25       | \$440.00       | \$27.25     | \$5.45      | \$21.80     |        |
| Utility_payment                           | 1,489   | Variable   | \$310,090.31   | \$303,068.52   | \$7,021.79  | \$1,404.36  | \$5,617.43  |        |
| SarpyCommunityCorrections                 | 15      | Variable   | \$1,959.67     | \$1,886.40     | \$73.27     | \$14.65     | \$58.62     |        |
| SARPY_VEHINSP                             | 86      | Variable   | \$3,554.36     | \$3,321.00     | \$233.36    | \$46.67     | \$186.69    |        |
| OTLPAYMENT                                | 17      | Variable   | \$19,649.77    | \$19,588.37    | \$61.40     | \$12.28     | \$49.12     |        |
| 59PlanningDept                            | 104     | Variable   | \$44,383.11    | \$43,340.97    | \$1,042.14  | \$208.43    | \$833.71    |        |
| gretna_occ_tax                            | 28      | Variable   | \$57,208.04    | \$57,124.04    | \$84.00     | \$16.80     | \$67.20     |        |
| hastings_multi_payment                    | 2       | Variable   | \$168.40       | \$160.00       | \$8.40      | \$1.68      | \$6.72      |        |
| SYNTHETICSVC                              | 0       | Variable 0 | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| PRODTESTSVC                               | 0       | Variable 0 | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| NBELS_Recip_Surveyor                      | 0       | Variable 0 | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| NBELS_Land_Surveyor                       | 0       | Variable   | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| NBELS_Surveyor_Training                   | 0       | Variable   | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| NBELS_LS_RENEW                            | 0       | Variable   | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| ded_programs_payment                      | 0       | Variable   | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| Holt County Overweight Perm               | 0       | Variable   | 0              | 0              | \$0.00      | \$0.00      | \$0.00      |        |
| DOI_INITIAL_REG                           | 8       | Variable   | \$3,320.00     | \$3,200.00     | \$120.00    | \$24.00     | \$96.00     |        |
| DOI_MISC_PAY                              | 22      | Variable   | \$4,042.95     | \$3,870.00     | \$172.95    | \$34.59     | \$138.36    |        |
| DOIRENEW                                  | 92      | Variable   | \$9,673.50     | \$9,150.00     | \$523.50    | \$104.70    | \$418.80    |        |
| Micellianous Charge for Swipers           | 0       | Variable   | \$0.00         | \$0.00         | \$0.00      | \$0.00      | \$0.00      |        |
| NBC_HeadCountF                            | 168,611 | Variable   | \$10,116.66    | \$0.00         | \$10,116.66 | \$2,023.33  | \$8,093.33  |        |
| NBC_Inspections                           | 577     | Variable   | \$63,853.58    | \$63,853.58    | \$0.00      | \$0.00      | \$0.00      |        |
| NBC_NIRFLFee                              | 0       | Variable   | \$0.00         | \$0.00         | \$0.00      | \$0.00      | \$0.00      |        |
| NBC_NISaleBarn                            | 74      | Variable   | \$67,302.15    | \$67,302.15    | \$0.00      | \$0.00      | \$0.00      |        |
| NBC_NISaleBarnF                           | 79,179  | Variable   | \$4,750.74     | \$0.00         | \$4,750.74  | \$950.15    | \$3,800.59  |        |
| NBC_RFLRenewal                            | 0       | Variable   | \$0.00         | \$0.00         | \$0.00      | \$0.00      | \$0.00      |        |
| NBC_NIPackLock                            | 86      | Variable   | \$24,347.40    | \$24,347.40    | \$0.00      | \$0.00      | \$0.00      |        |
| NBC_NIPackLockF                           | 28,644  | Variable   | \$1,718.64     | \$0.00         | \$1,718.64  | \$343.73    | \$1,374.91  |        |
| NBC_BrandRene                             | 20      | Variable   | \$75.00        | \$0.00         | \$75.00     | \$15.00     | \$60.00     |        |
| BOGRENEW                                  | 0       | \$3.25     | \$0.00         | \$0.00         | \$0.00      | \$0.00      | \$0.00      |        |
| dhscentregDH                              | 1,631   | Variable   | \$6,524.00     | \$4,077.50     | \$2,446.50  | \$489.30    | \$1,957.20  |        |

|                          |                     |          |                      |                      |                   |                   |                   |
|--------------------------|---------------------|----------|----------------------|----------------------|-------------------|-------------------|-------------------|
| dhhscentregLN-subscriber | 0                   | Variable | \$0.00               | \$0.00               | \$0.00            | \$0.00            | \$0.00            |
| dhhscentreg              | 3,899               | \$1.50   | \$18,587.00          | \$12,747.50          | \$5,839.50        | \$1,167.90        | \$4,671.60        |
| dhhscentregDHL           | 8,965               | \$1.50   | \$44,825.00          | \$31,377.50          | \$13,447.50       | \$2,689.50        | \$10,758.00       |
| REVENUE_FEE              | 6,086               | \$1.75   | \$10,650.50          | \$0.00               | \$10,650.50       | \$2,130.10        | \$8,520.40        |
| MVILB_Renewal            | 0                   | Variable | 0                    | 0                    | \$0.00            | \$0.00            | \$0.00            |
| ABE Renewal              |                     | Variable | 0                    | 0                    | \$0.00            | \$0.00            | \$0.00            |
| <b>SUBTOTAL</b>          | <b>1,476,189.00</b> |          | <b>26,515,170.12</b> | <b>25,810,784.83</b> | <b>706,480.55</b> | <b>141,296.11</b> | <b>565,184.44</b> |

**Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board**

| Service/Volume Processed                     | No. of Records | ee per Record | Total Revenue       | Agency Share        | NII Gross Share   | NII Share         |
|--|----------------|---------------|---------------------|---------------------|-------------------|-------------------|
| Court Records (Justice) Per Record           | 137,438        | \$1.00        | \$137,438.00        | 68,719.00           | \$68,719.00       | \$68,719.00       |
| Court Records (Justice) Monthly              | 101            | \$500.00      | \$50,500.00         | \$25,250.00         | \$25,250.00       | \$25,250.00       |
| Court Records (Justice) Credit Card Searches | 1,634          | \$15.00       | \$24,510.00         | \$12,255.00         | \$12,255.00       | \$12,255.00       |
| Court E-Filing                               | 19,325         | \$1.00        | \$19,325.00         | \$0.00              | \$19,325.00       | \$19,325.00       |
| COURTRECORDERF                               | 5              | \$1,000.00    | \$7,500.00          | \$3,750.00          | \$3,750.00        | \$3,750.00        |
| COURTRECORDERU                               | 1              | \$1,500.00    | \$1,000.00          | \$500.00            | \$500.00          | \$500.00          |
| COURTAPPELFILE                               | 448            | \$2.00        | \$896.00            | \$0.00              | \$896.00          | \$896.00          |
| AOCERTGS                                     | 48             | Variable      | \$334.89            | \$245.00            | \$89.89           | \$89.89           |
| AOCERTGS Billback CC%                        | 34             | Variable      | \$850.00            | \$850.00            | \$21.17           | \$21.17           |
| COURTAPPTFILE                                | 12             | variable      | \$1,962.00          | \$0.00              | \$1,962.00        | \$1,962.00        |
| Courtjudge                                   | 136            | \$50.00       | \$6,800.00          | \$0.00              | \$6,800.00        | \$6,800.00        |
| Court Citations                              | 6,928          | Variable      | \$978,358.51        | \$958,406.41        | \$19,952.10       | \$19,952.10       |
| AOC_Cert_Authority                           | 44             | Variable      | \$1,100.00          | \$1,023.00          | \$77.00           | \$77.00           |
| Court Payments                               | 3,271          | Variable      | \$1,144,321.74      | \$1,127,170.13      | \$17,151.61       | \$17,151.61       |
| Lobbyist Registration                        | 8              | \$0.05        | \$2,385.00          | \$2,385.00          | \$119.25          | \$119.25          |
| OTC-Court payments                           | 0              | Variable      | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| LEG - BillTracker (1-3 eProfiles)            | 0              | \$50.00       | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| LEG - BillTracker (4-10 eProfiles)           | 0              | \$100.00      | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| LEG - BillTracker (11-20 eProfiles)          | 0              | \$250.00      | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| LEG - BillTracker (Unlimited eProfiles)      | 0              | \$500.00      | \$0.00              | \$0.00              | \$0.00            | \$0.00            |
| Wccfile                                      | 695            | \$3.00        | \$2,085.00          | \$0.00              | \$2,085.00        | \$2,085.00        |
| Scalesubscr                                  | 1,210          | Variable      | \$1,210.00          | \$605.00            | \$605.00          | \$605.00          |
| <b>SUBTOTAL</b>                              | <b>171,338</b> |               | <b>2,380,576.14</b> | <b>2,201,158.54</b> | <b>179,558.02</b> | <b>179,558.02</b> |

**Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board**

| Other Revenue/Adjustments     | Number | Fee per Item | Total Revenue      | NII Gross Share    | NII Share   |
|-------------------------------|--------|--------------|--------------------|--------------------|-------------|
| Grants/ Special Projects      |        |              | \$34,390.76        | \$34,390.76        | \$34,390.76 |
| Implementation Fee            | 0      |              | \$0.00             | \$0.00             | \$0.00      |
| Subscriptions - New           | 460    | variable     | \$46,000.00        | \$46,000.00        | \$46,000.00 |
| Renewal                       | 0      | variable     | 0.00               | 0.00               | 0.00        |
| Billing Minimums/Adjustments  | 0      |              | 0.00               | 0.00               | 0.00        |
| Revenue Affecting adjustments |        |              |                    |                    |             |
| <b>SUBTOTAL</b>               |        |              | <b>\$80,390.76</b> | <b>\$80,390.76</b> |             |

**Other Applications Maintained and Supported - No Revenue**

| Service/Volume Processed       | No. of Transactions | ee per Record | Total Revenue         | Agency Share          | NII Share     |
|--------------------------------|---------------------|---------------|-----------------------|-----------------------|---------------|
| DAS - State Directory Order    | 0                   | 5.00          | 0.00                  | 0.00                  | 0.00          |
| DED -Conference Registration   | 0                   | 75.00         | 0.00                  | 0.00                  | 0.00          |
| DHHS - Birth Certificate Order | 0                   | 17.00         | 0.00                  | 0.00                  | 0.00          |
| LCC -Tax Payments              |                     | variable      | 0                     | 0                     | 0.00          |
| COURTEFILESUB                  | 19,325              | variable      | \$579,999.25          | \$579,999.25          | 0.00          |
| PSCREMIT                       | 327                 | variable      | \$5,035,697.05        | \$5,035,697.05        | 0.00          |
| WCCSUB                         | 102                 | variable      | \$1,530.00            | \$1,530.00            | 0.00          |
| <b>SUBTOTAL</b>                | <b>19,754</b>       |               | <b>\$5,617,226.30</b> | <b>\$5,617,226.30</b> | <b>\$0.00</b> |