

NEBRASKA
STATE RECORDS
BOARD

2ND FLOOR
CONFERENCE ROOM

1221 N STREET

March 28, 2025

9:00 A.M.

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

State of Florida, County of Broward, ss:

Hannah Ward, 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:

Feb. 26, 2025

NOTICE ID: cnOwScNI9nLAXYZH1RzJ

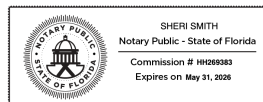
PUBLISHER ID: COL-NE-1003852

NOTICE NAME: Meeting Notice

Publication Fee: \$19.79

Hannah Ward

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 02/26/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

Notice of Public Meeting

Notice is hereby given that the public meeting of the Nebraska State Records Board is scheduled for March 28, 2025, at 9:00 AM, and will be held at the 1221 N St 2nd 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 staterecordsboard.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-1003852 2/26 ZNEZ

ORGANIZATION Nebraska State Records Board	ACTIVITY Meeting
DATE OF ACTIVITY 03/28/2025	TIME OF ACTIVITY 9:00 AM Central
LOCATION 1221 N St 2nd Floor Conference Room	DETAILS Quarterly Meeting
MEETING AGENDA https://staterecordsboard.nebraska.gov/meetings	MEETING MATERIALS https://staterecordsboard.nebraska.gov/meetings
NAME Libby Elder Executive Director	EMAIL libby.elder@nebraska.gov
ADDRESS 1221 N Street	AGENCY WEBSITE https://sos.nebraska.gov/
TELEPHONE (402) 471-2745	

NEBRASKA STATE RECORDS BOARD AGENDA

1221 N Street 2nd Floor Conference Room

March 28, 2025 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 December 12, 2024, Meeting Minutes
6. APPROVAL OF FINANCIAL REPORT
Action Item: Approval of December 31, 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 Clay Center, Village of Duncan, Village of Elm Creek, Department of Environment and Energy, Village of Gresham, Village of Juniata, Village of Malcolm, City of Minatare, City of Ord, City of Plainview, City of Rushville, City of Waverly
 2. **Non-Action item:** PayPort – Department of Environment and Energy, Village of Gresham, Village of Juniata, City of Minatare, Department of Motor Vehicles, City of Plainview
 3. **Non-Action Item:** Business Payment Processing – Department of Agriculture, Racing and Gaming Commission
 4. **Non-Action Item:** Revised Addendum – Department of Motor Vehicles, Revised Addendum 12
 5. **Non-Action Item:** Statement of Work – Butler County, Custer County, Howard County, Keya Paha County, Department of Motor Vehicles, Polk County, Red Willow County, Sarpy County
 - b) REVIEW OF PROJECT STATUS REPORTS
 - c) LEGISLATIVE UPDATE
 1. **LB 114 (2025)** - Change provisions relating to Department of Motor Vehicles fees
*LB 114 proposes several adjustments to DMV related fees. One such adjustment is to increase the fee for a driver history record to \$24.00 from the current fee of \$7.50.
 2. **LB 264 (2025)** - Provide, change, and eliminate transfers from the Cash Reserve Fund and various other funds and change, terminate, and eliminate various statutory programs
*Section 24 of the bill provides for a transfer of \$1,000,000 from the Records Management Cash Fund to the General Fund on or after July 1, 2025, but before June 30, 2026.
9. NEW BUSINESS
 - a) **Action Item:** NEBRASKA STATE PATROL – Amendment to Statement of Work
 - b) **Action Item:** NEBRASKA INTERACTIVE, LLC dba TYLER NEBRASKA – Artificial Intelligence Chatbot
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) **Non-Action Item:** General Manager's Report

NEBRASKA STATE RECORDS BOARD AGENDA

11. REQUEST FOR PROPOSALS - NETWORK MANAGER (Closed Session)
 - a) **Action Item:** Approve submission of Request for Proposals to Department of Administrative Services
12. DATE FOR NEXT MEETING
TBD – June 2025
LOCATION: 1221 N Street, 2nd Floor Conference Room
13. ADJOURNMENT



NEBRASKA STATE RECORDS BOARD

MINUTES

Meeting of December 12, 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 December 12, 2024.

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

Robert Evnen, Secretary of State, State Records Administrator and Chairperson
Lee Will, Director of Administrative Services
Mike Foley, Auditor of Public Accounts
Char Scott, representing the State Treasurer
Walter Weir, representing the General Public
Beau Reid, representing the Insurance Industry
Sean Blocher, representing the Banking Profession
David Richards, representing the Libraries
Ryan Maloley, representing the Legal Profession

The following NSRB members were absent:

Lt. Governor Joe Kelly, representing the Governor
Suzanne Geist, representing the Attorney General

Vacant member position: Representative of the Media Profession

Staff in attendance:

Libby Elder, NSRB Executive Director
Colleen Byelick, Chief Deputy Secretary of State and General Counsel
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 November 18, 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. Foley made the motion to approve the agenda. Mr. Reid seconded the motion.

Voting For:	Evnen Scott	Will Foley	Maloley Richards	Reid Blocher	Weir
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Against: None

Absent: Kelly Geist

The motion carried.

Agenda Item 5. APPROVAL OF MINUTES. The Chairperson asked for a motion to approve the minutes of the October 16, 2024, meeting. Mr. Foley moved to approve the minutes as presented. Mr. Will seconded the motion.

Voting For:	Evnen Scott	Will Foley	Maloley Richards	Reid Blocher	Weir
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Against: None

Absent: Kelly Geist

The motion carried.

Agenda Item 6. APPROVAL OF FINANCIAL REPORT. Ms. Elder provided a summary of the September 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 Scott	Will Foley	Maloley Richards	Reid Blocher	Weir
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Absent: Kelly Geist

The motion carried.

Agenda Item 7. PUBLIC COMMENT. Ms. Katrina Burkhardt commented that records should be in paper format and stored in public libraries. Ms. Burkhardt is in search of information previously contained in the Nebraska Databook.

Ms. Burkhardt has concerns with use of artificial intelligence (“AI”) and the potential negative human impact that may result from AI. Ms. Burkhardt is opposed to incorporation of AI into the services provided to the State of Nebraska by Tyler Nebraska (“Tyler”).

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, a Citizen Payment Processing addendum, Event Registration addendum, Statements of Work, and a Termination Agreement.

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, including the Department of Health and Human Services and the Department of Veterans Affairs.

Agenda Item 9. Statement of Work Template. Ms. Elder presented a draft Statement of Work template and explained that the 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.

Ms. Elder explained that Tyler Technologies, Inc. has a contract with MegaplanIT Holdings, LLC ("MegaplanIT"), and MegaPlanIT is an ASV. Tyler has offered portal partners access to ASV scanning software and services through Contractor's contract with MegaPlanIT for free for a period of 1 year. The service will include scanning applications that are not built or managed by Tyler Nebraska, but that are connected to Tyler Nebraska's payment processing services. It is anticipated that these services will be used by local government entities.

There was discussion of what would happen after the 1-year term of the SOW. Tyler indicated that they may be able to continue providing the scanning services. Tyler does not know the exact cost, if a partner wishes to continue the services after the 1-year period but is estimating around \$150 per URL scanned.

Mr. Foley moved to approve the Statement of Work Template which was seconded by Ms. Scott.

Voting For:	Evnen	Will	Maloley	Reid	Weir
	Scott	Foley	Richards	Blocher	

Against: None

Absent: Kelly Geist

The motion carried.

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 and Drupal version upgrades. Tyler is targeting the middle of 2025 for finishing those efforts. There was discussion regarding the

improvements to functionality that have occurred with the movement to Application Platform, and new projects being discussed with the Department of Agriculture.

Agenda Item 10.b. Approve Project Priority Report. Ms. Erb indicated that Tyler completed 23 projects for partner agencies during the third quarter of 2024. Ms. Erb. discussed Tyler's ability to quickly pivot to address partner needs. In the third quarter, Tyler quickly implemented projects for the Department of Agriculture and the Workers Compensation Court and met the partner's timelines for completion. Ms. Erb. indicated Tyler has 39 projects in progress. There was discussion regarding the number of projects that are being done at no cost versus the number that have transactional revenue, or a fee associated with them. Mr. Weir made the motion to approve the Project Priority Report. Mr. Foley seconded the motion.

Voting For:	Evnen	Will	Maloley	Reid	Weir
	Scott	Foley	Richards	Blocher	

Against: None

Absent: Kelly Geist

The motion carried.

Agenda Item 10.c. Business Plan. Mr. Hughes presented Tyler's proposed Business Plan for 2025, which was developed by incorporating goals and interests of the NSRB. The Business Plan provides for completing the modernization project, along with options for the NSRB to consider to improve the citizen journey and drive AI innovation.

Mr. Will asked if Tyler's platform has been used to assess applicant eligibility for services from the Department of Health and Human Services. Mr. Hughes indicated Tyler has done benefits calculations in other applications, but he would need to do some research on the specific use case.

Mr. Hughes discussed the importance of secure data, identity validation, and flexible access to services in improving the citizen journey. Mr. Hughes discussed using AI to solve problems identified in serving customers and create efficiencies.

Mr. Hughes presented opportunities for connections in 2025, including Tyler Technologies, Inc.'s Leadership Forum in San Antonio, Texas in May of 2025 and several other national and state events.

Mr. Hughes shared that the customer satisfaction rating is 91%, and 45% of Nebraska's services have no transaction funding associated with them. Mr. Hughes indicated that technology costs more today than it has in the past, and that 99.2% of Tyler's funding came at no cost to the State of Nebraska.

Mr. Weir commented on the need to consider AI from a policy perspective. Mr. Weir suggested seeking the opportunity to participate in the University of Nebraska's AI task force or gathering additional information to properly introduce AI in the Portal and determine how to fund these opportunities.

The Chairperson stated that the Business Plan presents options that Tyler will support moving forward, if, as, and when the NSRB wishes to proceed with them.

Mr. Richards made the motion to approve the Business Plan, seconded by Mr. Will.

Voting For:	Evnen	Will	Maloley	Reid	Weir
	Scott	Foley	Richards	Blocher	

Against: None

Absent: Kelly Geist

The motion carried.

Agenda Item 10.d. General Manager Report. Mr. Cornelius explained that Tyler conducted a successful disaster recovery test of applications hosted in Tyler data centers. Mr. Cornelius also highlighted a project for DHSS in which Tyler improved the user experience with the License Search service by enhancing the ReCAPTCHA process.

Mr. Hughes explained that the Attorney General's website is a Davey Silver award winner, along with also being a Gold winner in the dot Comm awards.

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

Agenda Item 11.a. Subcommittee Report. 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. Foley.

Chairperson Evnen restated the motion to go into closed session.

Voting For:	Evnen	Will	Maloley	Reid	Weir
	Scott	Foley	Richards	Blocher	

Against: None

Absent: Kelly Geist

The motion carried.

The NSRB went into closed session at 10:21 a.m.

At 10:50 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. Weir.

Voting For:	Evnen	Will	Scott	Weir	Kelly
	Foley	Richards	Blocher	Maloley	

Against: None

Absent: Kelly Geist

The motion carried.

Agenda Item 12. DATE FOR NEXT MEETING. The Chairperson announced the next regular meeting of the NSRB will be in March 2025 at the N Street location.

Agenda Item 13. ADJOURNMENT. Mr. Foley made a motion to adjourn, which was seconded by Mr. Richards.

Voting For: Evnen Will Maloley Reid Weir
 Scott Foley Richards Blocher

Against: None

Absent: Kelly Geist

The motion carried.

The meeting adjourned at 11:00 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
October 1, 2024 through December 31, 2024
 With comparative figures for October 1, 2023, through December 31, 2023
FY 24-25

	<u>Oct 24</u>	<u>Prior Year Oct 23</u>	<u>Nov 24</u>	<u>Prior Year Nov 23</u>	<u>Dec 24</u>	<u>Prior Year Dec 23</u>	<u>Year to Date FY 24-25</u>	<u>Year to Date FY 23-24</u>
Revenues:								
Sale of Subscriber Services	\$1,419,356.94	\$1,311,349.85	\$1,525,055.61	\$1,469,245.26	\$1,326,850.45	\$1,379,334.30	\$9,159,599.39	\$9,034,975.60
General Business Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Driver Records	\$496.00	\$13,027.00	\$133.00	(\$2,127.00)	\$165.00	\$422.00	\$1,524.00	(\$306.00)
Investment Income	\$11,766.79	\$12,120.69	\$12,260.44	\$13,183.84	\$12,275.01	\$14,781.28	\$87,989.00	\$73,932.68
Penalty Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$0.00	\$13,000.00
Total	\$1,431,619.73	\$1,336,497.54	\$1,537,449.05	\$1,480,302.10	\$1,339,290.46	\$1,405,537.58	\$9,249,112.39	\$9,121,602.28
Expenditures:								
State Agency Transfers	\$1,054,246.88	\$967,324.49	\$1,146,128.66	\$1,106,212.72	\$990,034.19	\$1,031,224.76	\$6,970,367.76	\$6,866,959.80
NIC	\$218,763.38	\$241,223.49	\$454,238.79	\$217,394.68	\$0.00	\$230,553.78	\$1,321,602.54	\$1,350,772.40
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$23,267.72	\$25,666.06	\$19,238.49	\$25,665.77	\$19,238.74	\$25,665.82	\$144,676.26	\$155,500.06
Misc. Expense	\$2,997.70	\$2,950.85	\$1,856.20	\$2,295.93	\$3,047.26	\$3,165.97	\$17,381.62	\$20,406.04
Total	\$1,299,275.68	\$1,237,164.89	\$1,621,462.14	\$1,351,569.10	\$1,012,320.19	\$1,290,610.33	\$8,454,028.18	\$8,393,638.30
Net Increase (Decrease)	\$132,344.05	\$99,332.65	(\$84,013.09)	\$128,733.00	\$326,970.27	\$114,927.25	\$795,084.21	\$727,963.98
Transfers Out*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance	\$4,744,132.51	\$6,165,017.98	\$4,660,119.42	\$6,293,750.98	\$4,987,089.69	\$6,408,678.23	\$4,987,089.69	\$6,408,678.23
Fund Balance-Local Agency	\$593.18	\$577.51	\$593.18	\$578.87	\$593.18	\$580.22	\$593.18	\$580.22
Records Management Cash Fund Balance	\$4,744,725.69	\$6,165,595.49	\$4,660,712.60	\$6,294,329.85	\$4,987,682.87	\$6,409,258.45	\$4,987,682.87	\$6,409,258.45

*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>	<u>NSRB Chairman Signature</u>
Clay Center, City of	11/18/2024
Duncan, Village of	2/4/2025
Elm Creek, Village of	11/25/2024
Environment & Energy Department of	12/20/2024
Gresham, Village of	02/04/2025
Juniata, Village of	02/13/2025
Malcolm, Village of	12/05/2024
Minatare, City of	11/18/2025
Ord, City of	02/24/2025
Plainview, City of	01/24/2025
Rushville, City of	11/18/2024
Waverly, City of	12/20/2024

**Electronic Government Service Level Agreement
with
City of Clay Center, 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 Clay Center, 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://nita.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 Clay Center, Nebraska, Mayor 219 W Fairfield Street Clay Center, Nebraska 68933
Phone:	402-762-3356
Email:	cityoffice@clay-center.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

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**

<div>DocuSigned by:</div> <div></div> <div>EBB8866DA03D462...</div>	<div>10/3/2024</div>
Tanner Hughes	Date
General Manager	

City of Clay Center, Nebraska

<div>DocuSigned by:</div> <div></div> <div>1F44DDC42B6F4C5...</div>	<div>11/14/2024</div>
Nanette Shackelford	Date
Mayor	

Nebraska State Records Board (NSRB)

<div>Signed by:</div> <div></div> <div>3B837E90FED5466...</div>	<div>11/18/2024</div>
Secretary of State, Robert B Evnen	Date
Chairperson	

**Electronic Government Service Level Agreement
with
Village of Duncan, 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 Duncan, 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://nita.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 Duncan, Nebraska, Village Chairperson 906 8 th Street Duncan, Nebraska 68634
Phone:	402-897-5285
Email:	info@villageofduncan.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

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.

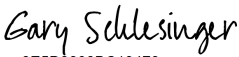
- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction 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**

<p>DocuSigned by:</p> <p></p> <p>EDB886GDA93D462...</p>	<p>1/23/2025</p>
<p>Tanner Hughes</p> <p>General Manager</p>	<p>Date</p>

Village of Duncan, Nebraska

<p>Signed by:</p> <p></p> <p>8E5D9888BC19478...</p>	<p>1/27/2025</p>
<p>Gary Schlesinger</p> <p>Village Chairperson</p>	<p>Date</p>

Nebraska State Records Board (NSRB)

<p>Signed by:</p> <p></p> <p>3B837E90FED5406...</p>	<p>2/4/2025</p>
<p>Secretary of State, Robert B Evnen</p> <p>Chairperson</p>	<p>Date</p>

**Electronic Government Service Level Agreement
with
Village of Elm Creek, 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 Elm Creek, 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 Elm Creek, Nebraska,
Village Chairperson
535 W. Boyd Avenue
Elm Creek, Nebraska 68836

Phone: 308-856-4624

Email: info@elm creekne.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

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:



EBB8866DA03D462...

11/17/2024


Date

Tanner Hughes

General Manager

Village of Elm Creek, Nebraska

Signed by:



BD422C865EC3412...

11/25/2024

Date

Tanner Tool

Village Chairperson

Nebraska State Records Board (NSRB)

Signed by:



3B837E90FED5466...

11/25/2024

Date

Secretary of State, Robert B Evnen

Chairperson

**Electronic Government Service Level Agreement
with
Nebraska Department of Environment and Energy**

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 Department of Environment and Energy, 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://nita.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 Department of Environment & Energy Interim Director 245 Fallbrook Blvd Suite 100 Lincoln, Nebraska 68521
Phone:	402-471-2186
Email:	NDEE.moreinfo@nebraska.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

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
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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.

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14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. **INTERFACE AND DATABASE DEVELOPMENT** – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. **SWIPE HARDWARE PROVISION AND SUPPORT**
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
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- 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.
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 - 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.
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 - 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...

12/12/2024


Tanner Hughes

Date

General Manager

Nebraska Department of Environment and Energy

Signed by:


01CA8A926B584C6...

12/17/2024

Kara Valentine

Date

Interim Director

Nebraska State Records Board (NSRB)

Signed by:


3B837E90FED5406...

12/20/2024

Secretary of State, Robert B Evnen

Date

Chairperson

**Electronic Government Service Level Agreement
with
Village of Gresham, 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 Gresham, 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://nita.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 Gresham, Nebraska, Village Chairperson 310 Elm Street Gresham, Nebraska 68367
Phone:	402-735-7385
Email:	villageofgresham310@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

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:

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1/27/2025

Tanner Hughes
General Manager

Date

Village of Gresham, Nebraska

DocuSigned by:

DA2275521DE746F...

1/28/2025

Tony Cain
Village Chairperson

Date

Nebraska State Records Board (NSRB)

Signed by:

3B837E90FFED5466...

2/4/2025

Secretary of State, Robert B Evnen
Chairperson

Date

DS


1/27/2025

**Electronic Government Service Level Agreement
with
Village of Juniata, 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 Juniata, 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://nita.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 Juniata, Nebraska, Village Chairperson 911 N. Juniata Ave. Juniata, Nebraska 68955
Phone:	402-751-2687
Email:	crystal@juniataclerk.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

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...

Tanner Hughes
General Manager

2/12/2025

Date

Village of Juniata, Nebraska


Signed by:

D707661EA262475...

Mark Renschler
Village Chairperson

2/12/2025

Date


Nebraska State Records Board (NSRB)

Signed by:

3B837E90FED5466...

Secretary of State, Robert B Evnen
Chairperson

2/13/2025

Date

 2/12/2025

**Electronic Government Service Level Agreement
with
Village of Malcolm, 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 Malcolm, 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://nita.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 Malcolm, Nebraska, Village Chairperson 137 E. 2 nd Street Malcolm, Nebraska 68402
Phone:	402-796-2250
Email:	clerk@malcolm.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

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...

11/17/2024

Tanner Hughes
General Manager

Date

Village of Malcolm, Nebraska

Signed by:


299C82451AA1403...

12/5/2024

Jerad Little
Village Chairperson

Date

Nebraska State Records Board (NSRB)

Signed by:

3B837E90FED5466...

12/5/2024

Secretary of State, Robert B Evnen
Chairperson

Date

**Electronic Government Service Level Agreement
with
City of Minatare, 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 Minatare, 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://nita.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 Minatare, Nebraska, Mayor 323 Main Street Minatare, NE 69356
Phone:	308-783-1414
Email:	karen.lojka@cityofminatarene.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

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...

11/17/2024


Tanner Hughes

Date

General Manager

City of Minatare, Nebraska

Signed by:



1850B61B4CA0477...

11/18/2024


Celeste Sanchez

Date

Interim Mayor

Nebraska State Records Board (NSRB)

Signed by:



3B837E90FFED5466...

11/18/2024

Secretary of State, Robert B Evnen

Date

Chairperson

**Electronic Government Service Level Agreement
with
City of Ord, 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 Ord, 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://nita.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 Ord, Nebraska, Mayor 201 S. 17th Street Ord, Nebraska 68862
Phone:	308-728-7875
Email:	info@ordnebraska.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

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

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- 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.

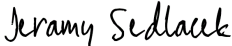
- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction 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**

<p>DocuSigned by:</p>  <p>EDB886CDA03D462...</p>	<p>2/17/2025</p>
<p>Tanner Hughes</p> <p>General Manager</p>	<p>Date</p>

City of Ord, Nebraska

<p>Signed by:</p>  <p>5E7059722048471...</p>	<p>2/18/2025</p>
<p>Jeramy Sedlacek</p> <p>Mayor</p>	<p>Date</p>

Nebraska State Records Board (NSRB)

<p>Signed by:</p>  <p>3B837E90FED5466...</p>	<p>2/24/2025</p>
<p>Secretary of State, Robert B Evnen</p> <p>Chairperson</p>	<p>Date</p>

**Electronic Government Service Level Agreement
with
City of Plainview, 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 Plainview, 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://nita.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 Plainview, Nebraska, Mayor 209 W. Locust Plainview, Nebraska 68769
Phone:	402-582-4928
Email:	rsmith@cityofplainviewne.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

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.

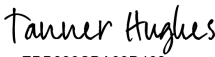
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single 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.

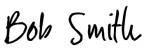
- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction 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**

<div>DocuSigned by:  EDB886CDA03D462...</div>	<div>1/23/2025</div>
Tanner Hughes	Date
General Manager	

City of Plainview, Nebraska

<div>Signed by:  B6A0639631E3450...</div>	<div>1/24/2025</div>
Bob Smith	Date
Mayor	

Nebraska State Records Board (NSRB)

<div>Signed by:  3B837E90FED5466...</div>	<div>1/24/2025</div>
Secretary of State, Robert B Evnen	Date
Chairperson	

**Electronic Government Service Level Agreement
with
City of Rushville, 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 Rushville, 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 Rushville, Nebraska, Mayor 208 Conrad Street Rushville, Nebraska 69360
Phone:	308-327-2221
Email:	rushcity@gpcom.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

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...

Tanner Hughes
General Manager

9/25/2024
Date

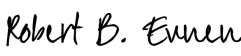
City of Rushville, Nebraska

DocuSigned by:

ADE179EE8742474...

Amanda Haller
Mayor

11/14/2024
Date

Nebraska State Records Board (NSRB)

Signed by:

3B837E90FED5466...

Secretary of State, Robert B Evnen
Chairperson

11/18/2024
Date

**Electronic Government Service Level Agreement
with
City of Waverly, 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 Waverly, 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://nita.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 Waverly, Nebraska, Mayor 14130 Lancashire Waverly, Nebraska 68462
Phone:	402-786-2312
Email:	cityadministrator@citywaverly.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

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

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

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be


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

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:




EDB888CDA03D482...

Tanner Hughes
General Manager

12/19/2024
Date

City of Waverly, Nebraska

Signed by:



9B232C09DA29439...

Abbey L. Pascoe
Mayor

12/19/2024
Date

Nebraska State Records Board (NSRB)

Signed by:



3B837E90FED5400...

Secretary of State, Robert B Evnen
Chairperson

12/20/2024
Date

**Addendum Three to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
Nebraska Department of Environment and Energy, and the
Nebraska State Records Board**

This Addendum Three 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 Department of Environment and Energy ("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: PayPort for Nebraska Department of Environment and Energy

Revenue Type: Instant Access

Implementation: 2024

Service	Nebraska Liquor Control Commission Fee	Contractor Portal Fee	NSRB Share
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Payport PIN Debit	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):

- ☒ Partner purchases (1) MagTek swipe device

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

DocuSigned by:
By: Tanner Hughes
EDB886CDA03D462...

Date: 12/12/2024

General Manager – Tanner Hughes

Nebraska Interactive, LLC dba NIC Nebraska

Signed by:
By: Kara Valentine
01CA8A926B584C6...

Date: 12/17/2024

Interim Director- Kara Valentine

Nebraska Department of Environment and Energy

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

Date: 12/20/2024

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

This Addendum One 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 Gresham, 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: Payport for Village of Gresham, Nebraska

Revenue Type: Instant Access

Implementation: 2025

Service	Village of Gresham, Nebraska Fee	Contractor Portal Fee	NSRB Share
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Payport PIN Debit	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):

- ☒ 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):

- ☒ Partner purchases (1) MagTek DynaPad

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

DocuSigned by:
By: Tanner Hughes
EDB886CDA03D462...

Date: 1/27/2025

General Manager – Tanner Hughes

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:
By: Tony Cain
DA2275521DE746F...

Date: 1/28/2025

Village Chairperson - Tony Cain

Village of Gresham, Nebraska

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

Date: 2/4/2025

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

This Addendum One 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 Juniata, 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: Payport for Village of Juniata, Nebraska

Revenue Type: Instant Access

Implementation: 2025

Service	Village of Juniata, Nebraska Fee	Contractor Portal Fee	NSRB Share
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Payport PIN Debit	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):

- ☒ Partner purchases (1) MagTek DynaPad

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

DocuSigned by:
By: Tanner Hughes
EDB886CDA03D462...

Date: 2/12/2025

General Manager – Tanner Hughes

Nebraska Interactive, LLC dba NIC Nebraska

Signed by:
By: Mark Renschler
D707661EA262475...

Date: 2/12/2025

Village Chairperson - Mark Renschler

Village of Juniata, Nebraska

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

Date: 2/13/2025

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS
LE 2/12/2025

**Addendum One to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
City of Minatare, Nebraska, and the
Nebraska State Records Board**

This Addendum One 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 City of Minatare, 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: Payport for City of Minatare, Nebraska

Revenue Type: Instant Access

Implementation: 2024

Service	City of Minatare, Nebraska Fee	Contractor Portal Fee	NSRB Share
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Payport PIN Debit	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):

- ☒ Partner purchases 1 MagTek Dynapad

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

DocuSigned by:

By: 

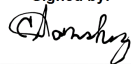
EDB886CDA03D462...

General Manager – Tanner Hughes

Nebraska Interactive, LLC dba NIC Nebraska

Date: 11/17/2024

Signed by:

By: 


1850B61B4CA9477...

Interim Mayor - Celeste Sanchez

City of Minatare, Nebraska

Date: 11/18/2024

Signed by:

By: 

3B837E90FED5466...

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

Date: 11/18/2024

**Addendum Eighteen to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
Nebraska Department of Motor Vehicles and the
Nebraska State Records Board**

This Addendum Eighteen to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the "Contractor"), the Nebraska State Records Board ("NSRB"), Nebraska Department of Motor Vehicles ("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: Payport for Nebraska Department of Motor Vehicles

Revenue Type: Instant Access

Implementation: 2024

Service	Nebraska Department of Motor Vehicles Fee	Contractor Portal Fee	NSRB Share
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Payport PIN Debit	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):

☒ Partner purchases 1 MagTek Dynapad

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

DocuSigned by:
By: Tanner Hughes
EDB886CDA03D462...

Date: 11/22/2024

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

Signed by:
By: Rhonda Lahm
22F1F161B6E44D8...

Date: 11/25/2024

Director - Rhonda Lahm
Nebraska Department of Motor Vehicles

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

Date: 11/25/2024

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

**Addendum One to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
City of Plainview, Nebraska, and the
Nebraska State Records Board**

This Addendum One 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 City of Plainview, 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: Payport for City of Plainview, Nebraska

Revenue Type: Instant Access

Implementation: 2025

Service	City of Plainview, Nebraska Fee	Contractor Portal Fee	NSRB Share
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Payport PIN Debit	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):

- ☒ 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):

- ☒ Partner purchases (1) Ingenico Lane 3000 Swipe Device

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

DocuSigned by:
By: Tanner Hughes
EDB886CDA03D462...

Date: 1/23/2025

General Manager – Tanner Hughes

Nebraska Interactive, LLC dba NIC Nebraska

Signed by:
By: Bob Smith
B6A0639631E3459...

Date: 1/24/2025

Mayor - Bob Smith

City of Plainview, Nebraska

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

Date: 1/24/2025

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

**Revised Addendum Twelve to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
Nebraska Department of Agriculture, and the
Nebraska State Records Board**

This Revised Addendum Twelve 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 Department of Agriculture ("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 REVISED Addendum Twelve supersedes and replaces the prior Addendum Twelve, between the Contractor, NSRB, and the Nebraska Department of Motor Vehicles.

Project: Business Payment Processing for Nebraska Department of Agriculture

Revenue Type: Instant Access

Implementation: 2024

Service	Nebraska Department of Agriculture Fee	Contractor Portal Fee	NSRB Share
Business Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$3.00	20% of Portal Fee
Business Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$3.00 + 3%	20% of Portal Fee
Business Payment Processing PIN Debit	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

DocuSigned by:
By: Tanner Hughes Date: 1/21/2025
EDB886CDA03D462...

General Manager – Tanner Hughes

Nebraska Interactive, LLC dba NIC Nebraska

Signed by:
By: Sherry Vinton Date: 1/22/2025
EAD231F436404D8...

Director - Sherry Vinton

Nebraska Department of Agriculture

Signed by:
By: Robert B. Evnen Date: 1/22/2025
3B837E90FED5466...

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

**Addendum Three to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
Nebraska Racing and Gaming Commission, and the
Nebraska State Records Board**

This Addendum Three 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 Racing and Gaming Commission ("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: Business Payment Processing for Nebraska Racing and Gaming Commission

Revenue Type: Instant Access

Implementation: 2025

Service	Nebraska Racing and Gaming Commission Fee	Contractor Portal Fee	NSRB Share
Business Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$3.00	20% of Portal Fee
Business Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$3.00 + 3%	20% of Portal Fee
Business Payment Processing PIN Debit	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

DocuSigned by:
By: Tanner Hughes
EDB886CDA03D462...

Date: 2/14/2025

General Manager – Tanner Hughes

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:
By: Casey Ricketts
F8BBE22D6B5C412...

Date: 2/21/2025

Director - Casey Ricketts

Nebraska Racing and Gaming Commission

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

Date: 2/21/2025

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS
LE 2/14/2025

**REVISED Addendum Twelve to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
Nebraska Department of Motor Vehicles, and the
Nebraska State Records Board**

This REVISED Addendum Twelve 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 Department of Motor Vehicles ("Partner"), (collectively, the "Parties"), 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 REVISED Addendum Twelve provides the authority to assess and collect the fees described herein, and supersedes and replaces the prior Addendum Twelve, between the Parties.

Project: Regional Driver's License Service Center for Nebraska Department of Motor Vehicles

Revenue Type: Instant Access

Implementation: 2024

Service	Nebraska Department of Motor Vehicles Fee	Contractor Portal Fee	NSRB Share
State Identification Card Credit Card Electronic Check PIN Debit	Full statutory/assessed fee charged by Partner	\$1.25	20% of Portal Fee
Operator's permit, or operator's license order/renewal/duplicate) Credit Card Electronic Check PIN Debit	Full statutory/assessed fee charged by Partner	\$1.25	20% of Portal Fee
Ignition Interlock Permit order/renewal/duplicate Credit Card Electronic Check PIN Debit	Full statutory/assessed fee charged by Partner	\$3.00	20% of Portal Fee
Commercial Driver License Renewal Credit Card Electronic Check PIN Debit	Full statutory/assessed fee charged by Partner	\$4.00	20% of Portal Fee
Commercial Driver License Replacement Credit Card Electronic Check PIN Debit	Full statutory/assessed fee charged by Partner	\$1.25	20% of Portal Fee
Over The Counter Driver History Records Credit Card PIN Debit	Full statutory/assessed fee charged by Partner	\$1.00*	20% of Portal Fee

*The fee for Driver History Records is set forth in Neb. Rev. Stat. §60-483 and disbursement is documented in Addendum 6 between the Parties. The fee is being added to this Revised Addendum 12 to document that this service will be available at Regional Driver's License Service Centers.

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

[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

[SIGNATURES ARE ON THE FOLLOWING PAGE]

DocuSigned by:
By: Tanner Hughes
EDB886CDA03B462...

Date: 1/13/2025

General Manager – Tanner Hughes
Nebraska Interactive LLC dba NIC Nebraska

Signed by:
By: Rhonda Lahm
22F1F161B6E44D8...

Date: 1/15/2025

Director - Rhonda Lahm
Nebraska Department of Motor Vehicles

Signed by:
By: Robert B. Evnen
3B837E90FED5406...

Date: 1/15/2025

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

ASV Statement of Work

Butler County, Nebraska

Contractor: Nebraska Interactive, LLC dba Tyler Nebraska

Product Owner: Freddy Pika

Date: 1/3/2025

This Statement of Work ("SOW") is entered by and between Butler County, Nebraska (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 Partner is seeking an ASV scanning solution 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 and Billing Sponsor

Karey Adamy, Treasurer

Email: kadamy@butlercountyne.gov

Phone: 402-367-7450

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: Karey Adamy, Treasurer
451 N 5th Street
David City, NE 68632
Email: kadamy@butlercountyne.gov
Phone: 402-367-7450

Billing Address: Same as above

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

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

DocuSigned by:

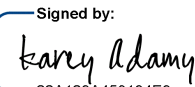
EDB886CDA03D462...

1/14/2025

Tanner Hughes, General Manager

Date

Butler County, Nebraska

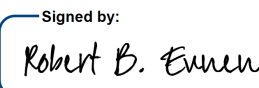
Signed by:

22A123A458134E3...

1/16/2025

Karey Adamy, Treasurer

Date

Nebraska State Records Board

Signed by:

3B837E90FED5466...

1/16/2025

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.

ASV Statement of Work

Custer County, Nebraska

Contractor: Nebraska Interactive, LLC dba Tyler Nebraska

Product Owner: Freddy Pika

Date: 1/3/2025

This Statement of Work ("SOW") is entered by and between Custer County, Nebraska (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 Partner is seeking an ASV scanning solution 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 and Billing Sponsor

Sheri Bryant, Treasurer

Email: sbryant@custercountyne.gov

Phone: 308-872-2921

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: Sheri Bryant, Treasurer
431 S 10th
Broken Bow, NE 68822
Email: sbryant@custercountyne.gov
Phone: 308-872-2921

Billing Address: Same as above

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

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


DocuSigned by:

EDB886CDA03D462...

1/14/2025

Tanner Hughes, General ManagerDate

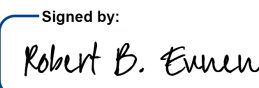
Custer County, Nebraska

DocuSigned by:

3CF4CBE2E0DE423...

1/14/2025

Sheri Bryant, TreasurerDate

Nebraska State Records Board

Signed by:

3B837E90FED5466...

1/15/2025

Robert B. Evnen, Secretary of StateDate

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.

ASV Statement of Work

Howard County, Nebraska

Contractor: Nebraska Interactive, LLC dba Tyler Nebraska

Product Owner: Freddy Pika

Date: 1/3/2025

This Statement of Work (“SOW”) is entered by and between Howard County, Nebraska (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 Partner is seeking an ASV scanning solution 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 and Billing Sponsor

Sara Roy, Treasurer

Email: hctreasurer1@howardcountyne.gov

Phone: 308-754-4852

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: Sara Roy, Treasurer
612 Indian St #9
St. Paul, NE 68873

Email: hctreasurer1@howardcountyne.gov

Phone: 308-754-4852

Billing Address: Same as above

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

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

DocuSigned by:

Tanner Hughes

EDB886CDA03D462...

1/14/2025

Tanner Hughes, General Manager

Date

Howard County, Nebraska

Signed by:

Sara Roy

CD0DFEC40A1E48B...

1/29/2025

Sara Roy, Treasurer

Date

Nebraska State Records Board

Signed by:

Robert B. Evnen

3B837E90FED5466...

2/4/2025

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.

ASV Statement of Work

Keya Paha County, Nebraska

Contractor: Nebraska Interactive, LLC dba Tyler Nebraska

Product Owner: Freddy Pika

Date: 1/3/2025

This Statement of Work ("SOW") is entered by and between Keya Paha County, Nebraska (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 Partner is seeking an ASV scanning solution 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 and Billing Sponsor

Anne Jeanette Painter, Treasurer

Email: treasurer@keyapahacountyne.gov

Phone: 402-497-3891

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: Anne Jeanette Painter, Treasurer
P.O. Box 368
Springview, NE 68778
Email: treasurer@keyapahacountyne.gov
Phone: 402-497-3891

Billing Address: Same as above

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

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

DocuSigned by:



EDB886CDA03D462...


Tanner Hughes, General Manager

1/14/2025

Date

Keya Paha County, Nebraska

Signed by:



D3E4B1C03D3346C...

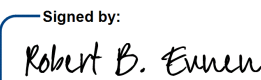
Anne Jeanette Painter, Treasurer

1/16/2025

Date

Nebraska State Records Board

Signed by:



3B837E90FED5466...

Robert B. Evnen, Secretary of State

1/16/2025

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.



Tyler Technologies, Nebraska

1135 M Street Suite# 220

Lincoln, NE 68508

P: 402-471-7810

DMV - Driver Safety Waiver Adult Testing Enhancement

Department of Motor Vehicles

Contractor: Nebraska Interactive, LLC dba NIC Nebraska

Product Owner: Natalie Erb

Date: 11/04/2024

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 ("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 Motor Vehicles (“DMV” or “Partner”) has indicated interest in expanding the functionality of its existing Student Driver Safety Waiver System (“System”) to accommodate adult drivers. This proposed enhancement will enable adult drivers to participate in and complete driver testing through the System.

Executive Contact

Director, Rhonda Lahm

Email rhonda.lahm@nebraska.gov

Phone: 402-471-3900

Project/Billing Contact

Driver Licensing Services Administrator, Matt Coatney

Email: matt.coatney@nebraska.gov

Phone: 402-471-3861

2 Project Overview

2.1 Objectives

The Contractor will enhance the Application Platform's Student Driver Safety Waiver System to enable Driver Testing Schools to submit Pass and Fail Driver Testing waivers for adult drivers. This enhancement will allow the DMV to reallocate some resources traditionally used for Driver Testing, as Driver Safety Schools will now handle these waivers.

Additionally, adult drivers who pass their training sessions will have the option to complete certain services online once their Driver Safety pass waiver is submitted through the System. This shift to online services will help the DMV save time and resources at DMV Service Centers.

2.2 Scope

2.2.1 Inclusions

2.2.1.1 New Waiver Enhancements

2.2.1.1.1 Align all fields left in the New Waiver for easier visibility.

2.2.1.1.2 Add a new question field labeled: Adult Non-Student Test Waiver, and if the school indicates it is an Adult Non-Student Test Waiver, the following fields will be displayed for Adult Non-Student Test Waiver:

2.2.1.1.2.1 First Name (same functionality as existing Student Driver Safety Waiver (“SDSW”))

2.2.1.1.2.2 Last Name

2.2.1.1.2.3 Permit/License Number (same functionality as existing SDSW)

2.2.1.1.2.4 Instructor Number (same functionality as existing SDSW)



2.2.1.1.2.5 Mechanical Aids (same functionality as existing SDSW)

2.2.1.1.2.6 Test Completion Date - Required

2.2.1.1.2.7 Pass / Fail Selection - Required

2.2.1.2 Update text on the search screen for both the Schools and the DMV admin search to be more inclusive with the addition of the Adult Drivers.

2.2.1.2.1 Update Student Information to Driver Information

2.2.1.2.2 Update Permit # to Permit / License #

2.2.1.3 Driver Safety School Import File Adjustments.

2.2.1.3.1 The import file will be adjusted to include all types of driver training. It must be a .csv file with the following information in the exact order listed.

2.2.1.3.1.1 Permit/License #

Student First Name

Student Last Name

Internet Training (Y/N)

Classroom Instructor #

Competency Tested (Y/N)

Competency/Drive Testing Instructor #

Mechanical Aids (Y/N)

Mechanical Aids (C)

Automatic Transmission (E)

Automatic Signals (U)

Other (Z)

Other Equipment

Completion Date

Adult Non-Student (Y/N)

Pass Fail (P/F) – Required if Adult Non-Student is Y

2.2.1.4 Application Export File

2.2.1.4.1 The export file to the DMV will send a new column for Pass or Fail, with code **P** for Pass or **F** for Fail when there is an Adult Driver Safety submission.

2.2.1.5 Adult Driver Safety Testing Document

2.2.1.5.1 The Contractor will generate a document for each Adult Driver Safety Test Result Submission, which will be stored and available in the application for both the schools and the DMV to print and view.



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 must 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 public

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

2.3.6 **Published** – Information sent directly to a website viewable to the public

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

2.4 Assumptions

2.4.1 Contractor and Partner will mutually agree upon a timeline for completion of the project.

2.4.2 Partner's chief elected official or authorized official approves of the project and Partner is prepared to provide feedback and input when needed to adhere to agreed upon timeline for project completion.

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

2.4.4 Partner will provide the Contractor with the project requirements.

2.4.5 Partner will provide the Contractor with content, language, and text for online interface.

2.4.6 Partner will provide customer support for Contractor's business-related questions during normal business hours.

2.4.7 Partner will aid with testing of Event Registration system for business requirements.

2.4.8 The Contractor will communicate remaining steps to finish the project with the Partner in the bi-weekly project status reports sent via email to Partner's 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 agency 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.

2.4.11 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.

2.5 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 Contractors availability

2.6 Milestones

2.6.1 Planning

2.6.2 Development

2.6.3 Quality Assurance Testing

2.6.4 Partner training and education

2.6.5 Partner Testing

2.6.6 Driver Safety School Training/Communication

2.6.6 Launch

3 Requirements

This SOW constitutes all project requirements. It is understood that the project 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.



Tyler Technologies, Nebraska

1135 M Street Suite# 220

Lincoln, NE 68508

P: 402-471-7810

4 Terms and Conditions

Partner and 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: Nebraska Department of Motor Vehicles
 Director
 301 Centennial Mall South
 Lincoln, Nebraska, 68509
 Email: rhonda.lahm@nebraska.gov
 phone: 402-471-3900

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

5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Driver Safety Waiver Adult Testing Enhancement	N/A	N/A	\$0.00

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.

5.3 Annual Maintenance Charge

No maintenance charge will be assessed.

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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

DocuSigned by:


ED8888CDA03D402...

12/9/2024

Tanner Hughes, General Manager

Date

Nebraska Department of Motor Vehicles

Signed by:


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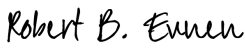
12/16/2024

Rhonda Lahm, Director

Date

Nebraska State Records Board (NSRB)

Signed by:


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1/6/2025

Secretary of State Robert Evnen, Chairperson

Date

DS


12/4/2024

ASV Statement of Work

Polk County, Nebraska

Contractor: Nebraska Interactive, LLC dba Tyler Nebraska

Product Owner: Freddy Pika

Date: 1/3/2025

This Statement of Work ("SOW") is entered by and between Polk County, Nebraska (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 Partner is seeking an ASV scanning solution 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 and Billing Sponsor

Barbara Swanson, Treasurer

Email: treasurer@polkcountyne.gov

Phone: 402-747-5441

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: Barbara Swanson, Treasurer
P.O. Box 315
Osceola, NE 68651
Email: treasurer@polkcountyne.gov
Phone: 402-747-5441

Billing Address: Same as above

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

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

DocuSigned by:



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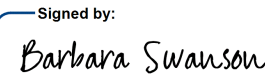
Tanner Hughes, General Manager

1/14/2025

Date

Polk County, Nebraska

Signed by:



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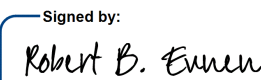
Barbara Swanson, Treasurer

1/14/2025

Date

Nebraska State Records Board

Signed by:



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Robert B. Evnen, Secretary of State

1/14/2025

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.

ASV Statement of Work

Red Willow County, Nebraska

Contractor: Nebraska Interactive, LLC dba Tyler Nebraska

Product Owner: Freddy Pika

Date: 1/3/2025

This Statement of Work ("SOW") is entered by and between Red Willow County, Nebraska (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 Partner is seeking an ASV scanning solution 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 and Billing Sponsor

Crystal Dack, Treasurer

Email: treasurer@redwillowcountyne.gov

Phone: 308-345-6515

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: Crystal Dack, Treasurer
P.O. Box 490
McCook, NE 69001
Email: treasurer@redwillowcountyne.gov
Phone: 308-345-6515

Billing Address: Same as above

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

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

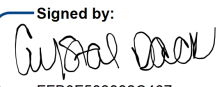
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1/14/2025

Tanner Hughes, General ManagerDate

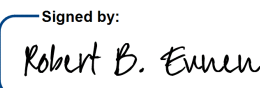
Red Willow County, Nebraska

Signed by:

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1/14/2025

Crystal Dack, TreasurerDate

Nebraska State Records Board

Signed by:

3B837E90FED5466...

1/15/2025

Robert B. Evnen, Secretary of StateDate

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.

ASV Statement of Work

Sarpy County, Nebraska

Contractor: Nebraska Interactive, LLC dba Tyler Nebraska

Product Owner: Freddy Pika

Date: 1/3/2025

This Statement of Work (“SOW”) is entered by and between Sarpy County, Nebraska (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 Partner is seeking an ASV scanning solution 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 and Billing Sponsor

Jeff Mikesell, Treasurer

Email: jmikesell@sarpy.gov

Phone: 402-593-2100

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: Jeff Mikesell, Treasurer
Sarpy County 1102 Building
1102 E. 1st Street
Papillion, NE 68046
Email: jmikesell@sarpy.gov
Phone: 402-593-2148

Billing Address: Same as above
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

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

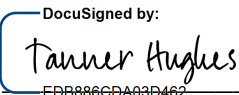
5.1 The Contractor agrees to provide services in accordance with the rates provided in the table above.

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

DocuSigned by:

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1/14/2025

Tanner Hughes, General ManagerDate

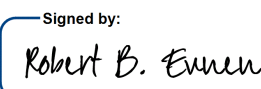
Sarpy County, Nebraska

DocuSigned by:

1384923D22A04D5...

1/14/2025

Jeff Mikesell, TreasurerDate

Nebraska State Records Board

Signed by:

3B837E90FED5466...

1/14/2025

Robert B. Evnen, Secretary of StateDate

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.

**PROJECT STATUS REVIEW
COUNTY Q4 2024
March 28, 2025**

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Bellevue City	Permits and Inspections CCP Only	11/12/2024	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?				
Theresa Martin Called: Emailed: 03/07/2025 Response: Completed: 02/13/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Clay Center City	NLCC Renewal Local Set Up	08/26/2024	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?				
cityoffice@clay-center.net Called: Emailed: 03/07/2025 Response: Completed: 11/19/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Custer County Clerk's Office	NLCC Renewal Local Set Up	01/15/2025	01/2025	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?				
cgracey@custercountyne.gov Called: Emailed: 03/07/2025 Response: Completed: 01/22/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Duncan Village	NLCC Renewal Local Set Up	01/15/2025	02/2025*	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?				
info@villageofduncan.com Called: Emailed: 03/07/2025 Response: Completed: 02/10/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Elm Creek Village	NLCC Renewal Local Set Up	10/29/2024	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?				
clerk@elm creekne.com Called: Emailed: 03/07/2025 Response: Completed: 12/27/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Gresham Village	PayPort	01/15/2025	02/2025	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?				
Villageofgresham310@windstream.net Called: Emailed: 2/26/2025 – 03/07/2025 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Hoskins Village	NLCC Renewal Local Set Up	08/27/2024	09/2024	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?				
hoskins@ptcnet.net Called: Emailed: 03/07/2025 Response: Completed: 09/10/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Juniata Village	PayPort	02/03/2025	02/2025	Tier 3
1. Describe the project?	The project is that we are adding the ability to pay with a credit/debit card in the office now as well as make payments on our website.			
2. What is the status of the project	Status is I've had some training now waiting for my computer tech to get me some additional equipment that I will need.			
3. Was there any delay? If so, why?	Yes, Waiting on equipment.			
4. Will it be launched within the next 90 days?	Yes, hopefully we will be up and running by then.			
Crystal@juniataclerk.com Called: Emailed: 2/26/2025 Response: 03/03/2025 Completed: 02/25/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Lexington City	PayPort	08/21/2024	09/2024	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?				
dhaines@cityoflex.com Called: Emailed: 03/07/2024 Response: Completed: 09/19/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Lincoln County Clerk	NLCC Renewal Local Set Up	02/19/2025	02/2025	Tier 3
1. Describe the project?	Local fees for liquor licenses.			
2. What is the status of the project				
3. Was there any delay? If so, why?	No delays, Freddy did a great job.			
4. Will it be launched within the next 90 days?	Already done.			
rosselbj@lincolncountyne.gov Called: Emailed: 02/26/2025 Response: 02/26/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Malcolm Village	NLCC Renewal Local Set Up	10/30/2024	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?				
clerk@malcolm.ne.gov Called: Emailed: 03/07/2025 Response: Completed: 12/05/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Minatare City	PayPort	10/29/2024	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?				
karen.lojka@cityofminatarene.gov Called: Emailed: 03/07/2025 Response: Completed: 11/26/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Ord City	NLCC Renewal Local Set Up	02/13/2025	02/2025	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?				
skruml@ordne.org Called: Emailed: 03/07/2025 Response: Completed: 02/24/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Peru City	NLCC Renewal Local Set Up	08/19/2024	09/2024*	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?				
cityclerkcityofperu@gmail.com Called: Emailed: 03/07/2025 Response: Completed: 09/11/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Plainview City	PayPort	01/16/2025	02/2025	Tier 3
1. Describe the project?	PayPort online payment system.			
2. What is the status of the project	Project is currently in use.			
3. Was there any delay? If so, why?	There was no delay in the use of this system.			
4. Will it be launched within the next 90 days?	We are currently using the system.			
cretzlaff@cityofplainviewne.com Called: Emailed: 03/07/2025 Response: 03/07/2025 Completed: 02/05/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Rushville 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?				
rushcity@gpcom.net Called: Emailed: Response: Completed: 11/26/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Sterling Village	Utility Payments	09/18/2024	01/2025*	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?				
village.sterling@gmail.com Called: Emailed: 03/07/2025 Response: Completed: 01/09/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Wausa Village	NLCC Renewal Local Set Up	08/15/2024	09/2024*	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?				
villageofwausa@gpcom.net Called: Emailed: 03/07/2025 Response: Completed: 09/11/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Waverly City	NLCC Renewal Local Set Up	11/25/2024	12/2024	Tier 3
1. Describe the project?	Tyler Technologies created a link to pay local liquor license fees online for the City of Waverly Liquor License holders.			
2. What is the status of the project	Completed.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	It has already been launched and is up and running.			
cityclerk@citywaverly.com Called: Emailed: 03/07/2025 Response: 03/07/2025 Completed:12/30/2024				

PROJECT STATUS REVIEW
(STATE) Q4 2024
 March 28, 2025

<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	eFiling RTV Validation	10/17/2024	03/2025*	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 Stat Patrol.			
2. What is the status of the project?	In testing, with the AOCP and NSP.			
3. Was there any delay? If so, why?	Yes, testing was delayed by the AOCP due to other priorities and end-of-year processes.			
4. Will it be launched within the next 90 days?	Likely yes.			
Casey Tribolet Called: Emailed: 02/26/2025 Response: 02/26/2025				

<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	Judge Portal Confidential Document Sharing	02/20/2025	04/2025	Tier 3
1. Describe the project?	An enhancement to the Judge Portal to allow users to share Confidential Documents between users within the portal.			
2. What is the status of the project?	In Development with Tyler Technologies.			
3. Was there any delay? If so, why?	No delays, at the moment.			
4. Will it be launched within the next 90 days?	Likely yes.			
Casey Tribolet Called: Emailed: 02/26/2025 Response: 02/26/2025				

<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	Appellate EFILE Add Confidential Documents Tab	01/20/2025	03/2025*	Tier 2
1. Describe the project?	An enhancement to the Appellate Court Attorney Portal instructing users on how to review Confidential Documents on Appellate Cases.			
2. What is the status of the project?	Development is complete, and the enhancement is ready to deploy.			
3. Was there any delay? If so, why?	Yes; unexpectedly, Tyler tech. ran into issues when deploying the update that have delayed the rollout.			
4. Will it be launched within the next 90 days?	Likely yes.			
Casey Tribolet Called: Emailed: 02/26/2025 Response: 02/26/2025				

<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	Non-Case Probable Cause eFiling Enhancement	11/05/2024	03/2025*	Tier 3
1. Describe the project?	An enhancement 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?	In testing, with the AOCP.			
3. Was there any delay? If so, why?	Yes, an issue with Tyler Tech's CDP user authentication system delayed the start of testing this enhancement from January to February.			
4. Will it be launched within the next 90 days?	Likely yes.			
Casey Tribolet Called: Emailed: 02/26/2025 Response: 02/26/2025				

<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	12/2024*	Tier 3
1. Describe the project?	An enhancement to the Court Document Transfer portal of Trial Court eFiling, to allow authorized agency users to file confidential documents directly to a Judge on a case.			
2. What is the status of the project?	Completed, and in production.			
3. Was there any delay? If so, why?	No delays.			
4. Will it be launched within the next 90 days?	Was launched 12/03/2024			
Casey Tribolet Called: Emailed: 03/07/2025 Response: 03/07/2025 Completed: 12/03/2024				

<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	Online Payments Maximum Limit	07/17/2024	09/2024	Tier 3
1. Describe the project?	A new restriction on the AOC ePayments application to limit the maximum amount able to be paid in the app to \$5000. Because payments made through the application have the money immediately transferred to the Courts, Tyler Technologies fronts the money. The payment transaction then pays for the money fronted. In cases where money is immediately fronted to the courts but the payment transaction fails due to insufficient funds, a charge back, or other reason, this can leave Tyler Technologies and the Courts on the hook to claw back the money. As a protective measure, to decrease Tyler's and the AOC's exposure, we agreed to limit the amount of money able to be processed through the application in a single transaction.			
2. What is the status of the project?	Completed and in production.			
3. Was there any delay? If so, why?	No delays.			
4. Will it be launched within the next 90 days?	Launched on 09/17/2024			
Sherri Dennis Called: Emailed: 03/07/2025 Response:03/07/2025 Completed: 09/17/2024				

<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	Measuring Device Registration System Modernization	04/01/2024	02/2025	Tier 3
1. Describe the project?	Migration Grails to Application Platform.			
2. What is the status of the project?	In progress.			
3. Was there any delay? If so, why?	Yes, there was a firewall rule that needed to be changed on the State side to access the file share. It took longer than expected to find and reconcile the issue.			
4. Will it be launched within the next 90 days?	Yes.			
Julie Kortus Called: Emailed: 02/26/2025 Response: 02/26/2025				

<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	02/2025*	Tier 2
1. Describe the project?	Adding a feature to allow emails to be sent from Application Platform such as notice of reporting period approaching or past due notifications.			
2. What is the status of the project?	In progress.			
3. Was there any delay? If so, why?	Yes. Waiting on Resources. The resource is now available and is creating additional roles for the users to access the new features.			
4. Will it be launched within the next 90 days?	Yes.			
Julie Kortus Called: Emailed: 02/26/2025 Response: 02/26/2025				

<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	02/2025*	Tier 3
1. Describe the project?	Migrate to Drupal.			
2. What is the status of the project?	In progress.			
3. Was there any delay? If so, why?	Yes. Waiting on resources.			
4. Will it be launched within the next 90 days?	Yes. Resources will be available in a couple of weeks. Migration should take about 3 weeks.			
Julie Kortus Called: Emailed: 02/26/2025 Response: 02/26/2025				

<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	Farmers Market Modernization Enhancement	04/29/2024	03/2025*	Tier 3
1. Describe the project?	Migration from Grails to Application Platform.			
2. What is the status of the project?	In Progress.			
3. Was there any delay? If so, why?	The agency asked for a few enhancements to be added during the migration. There has also been resource constraints at both Tyler Technologies and the agency.			
4. Will it be launched within the next 90 days?	Yes. Migration is scheduled for 3/3/2025.			
Julie Kortus Called: Emailed: 02/26/2025 Response: 02/26/2025				

<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	Cottage Food Enhancement	02/05/2025	02/2025*	Tier 3
1. Describe the project?	Add additional field to the Cottage Food Registration form for those wishing to register their business on our website.			
2. What is the status of the project?	In progress.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
Julie Kortus Called: Emailed: 02/26/2025 Response: 02/26/2025				

<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 Called: Emailed: 03/07/2025 Response: Completed: 02/03/2025				

<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	Pesticide Reciprocal Verification Form	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/Tammy Zimmerman Called: Emailed: 03/07/2025 Response: Completed: 10/07/2024				

<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	02/2025*	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 Called: Emailed: 02/26/2025 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Attorney General	Law Enforcement Support Microsite	08/12/2024	02/2025*	Tier 3
1. Describe the project?	A recruiting website for law enforcement in Nebraska.			
2. What is the status of the project?	In progress.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes, on March 27 th .			
Heather Buell Called: Emailed: 02/26/2025 – 03/07/2025 Response: 03/07/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Attorney General	LB 1074 Data Privacy Changes	12/20/2024	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?				
Justin McCully Called: Emailed: 03/07/2025 Response: Completed – 01/01/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Nebraska Department of Banking & Finance	Securities Microsite	12/02/2024	02/2025*	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?				
Mike Fabry Called: Emailed: 03/07/2025 Response: Completed: 02/06/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Environment & Energy	Payport	12/03/2024	01/2025*	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?				
Shani Mach Called: Emailed: 03/07/2025 Response: Completed: 01/15/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Environment & Energy	Website Build	11/20/2023	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?				
Shani Mach Called: Emailed: 03/07/2025 Response: Completed: 12/02/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
State Fire Marshal	Fireworks Permit Suite Modernization Enhancement	09/11/2024	03/2025*	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?				
Doug Hohbein Called: Emailed: 02/26/2025 – 03/07/2025 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Governor's Office	Write the Governor EB Rewrite (EB)	10/02/2024	01/2025*	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 Called: Emailed: 03/07/2025 Response: Completed – 01/01/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Health and Human Services	Practitioner List Bed Count Change Request	11/04/2024	02/2025*	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?				
Gay Bate Called: Emailed: 03/07/2025 Response: Completed – 02/13/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Health and Human Services	License Search File Changes	07/01/2024	02/2025*	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; Go Live occurred as scheduled and the solution, MyLicense Office (MLO), has been in Production since 02/25/2025.			
3. Was there any delay? If so, why?	Delays were encountered over the life of the project primarily due to resource constraints.			
4. Will it be launched within the next 90 days?	As stated above, Go Live has been achieved. Operational Support period runs through EOD 3/24/2025.			
Claire Ellis Called: Emailed: 03/07/2025 Response: 03/07/2025 Completed – 02/24/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Insurance	Provide Date for Certificate Form Update	01/08/2025	01/2025	Tier 3
1. Describe the project?	Annual filing forms needed date updates.			
2. What is the status of the project?	Completed.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Has already been used.			
Kristy Hadden Called: Emailed: 03/07/2025 Response: 03/07/2025 Completed – 01/08/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Library Commission	Event Registration	10/31/2024	02/2025*	Tier 3
1. Describe the project?	We are working on our 2025 Nebraska Markerspace Conference scheduled for November. We will use the registration system to take in money and registration for conference attendees. We may also use the system to take credit card payments for makers who would like to rent a makers table during the conference.			
2. What is the status of the project?	We are still working on conference details (since we are still 9 months out) so are not yet ready to feed in the registration information.			
3. Was there any delay? If so, why?	No delay.			
4. Will it be launched within the next 90 days?	.			
Joann McManus Called: Emailed: 02/26/2025 Response: 02/26/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	Data Forms Remove No Labels Nebraska Political Party	12/11/2024	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?				
Matt Coatney Called: Emailed: 03/07/2025 Response: Completed – 12/16/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	DLS Remove No Labels Nebraska Political Party	12/11/2024	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?				
Matt Coatney Called: Emailed: 03/07/2025 Response: Completed – 12/19/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	Driver Record Payport	11/12/2024	12/2024	Tier 3
1. Describe the project?	Initiate use of PayPort at DMV front counter for the collection of driving record and other miscellaneous fees collected at the DMV main office.			
2. What is the status of the project?	Completed.			
3. Was there any delay? If so, why?	No, completion occurred within days of initiation.			
4. Will it be launched within the next 90 days?				
Betty Johnson Called: Emailed: 03/07/2025 Response: 03/07/2025 Completed – 12/05/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	Specialty Plate Portal Fee Change	08/30/2024	10/2024	Tier 3
1. Describe the project?	Specialty plate portal fee reduction.			
2. What is the status of the project?	Completed.			
3. Was there any delay? If so, why?	No, completion occurred within days of initiation.			
4. Will it be launched within the next 90 days?				
Betty Johnson Called: Emailed: 03/07/2025 Response: 03/07/2025 Completed – 09/30/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	OTC Payment Device Change Request	07/16/2024	02/2025*	Tier 2
1. Describe the project?	Tyler is going to update the payment devices at Nebraska DMV Service Centers to enhance the ability to take additional types of payments.			
2. What is the status of the project?	Ongoing.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
Matt Coatney Called: Emailed: 02/26/2025 Response: 02/27/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est. Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	SR22/26 Modernization Enhancement	12/23/24	07/2025	Tier 3
1. Describe the project?	FR portion of project: Tyler is updating the Nebraska DMV's platform that captures Driver Safety School completion certificates for reinstatement and Two-Point Credit Classes.			
2. What is the status of the project?	Ongoing.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
Lisa Wolfe Called: Emailed: 02/26/2025 Response: 02/27/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	Handicap Permits Modernization Enhancements	01/31/2024	02/2025*	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 Called: Emailed: 02/25/2026 Response: 03/04/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	Student Driver Safety Waiver/Certificates of Completion Modernization Enhancement	02/06/2024	02/2025*	Tier 3
1. Describe the project?	Tyler is updating the Nebraska DMV's platform that captures Driver Safety School completion certificates and Two-Point Credit Classes. In addition to modernizing the system, they are including the ability for driver safety schools to test adult drivers in certain situations.			
2. What is the status of the project?	Ongoing.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
Lisa Wolfe/Matt Coatney Called: Emailed: 02/26/2025 Response: 02/27/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	Motor Carrier CCP Integration	06/03/2024	05/2025	Tier 1
1. Describe the project?	We're installing a new COTS system for our motor carrier services division. Tyler Technologies is performing the CCP integration as part of the interface development process.			
2. What is the status of the project?	The project is going well. The timeline was shifted due to concerns about office workload due to IFTA's quarterly filing structure. The new planned deployment date is May 12, 2025.			
3. Was there any delay? If so, why?	There have been no delays due to the Tyler Tech portion of the project. The change in deployment date was more of a strategic change than due to delays.			
4. Will it be launched within the next 90 days?	Yes, on Monday, May 12, 2025			
Matt Giesler Called: Emailed: 02/26/2025 Response: 03/03/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Motor Vehicles Industry Licensing Board	EB Form submittal/payment site	11/16/2023	01/2025*	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?	Completed.			
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 us. Since our Agency was in the middle of our license renewal season, we had slowed the process given that our priority was ensuring that we could process license renewal applications in a timely manner.			
4. Will it be launched within the next 90 days?	It has launched.			
Josh Eickmeier Called: Emailed: 03/07/2025 Response: 03/07/2025 Completed: 01/21/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Nebraska Brand Committee	Inspection Rate Change Enhancement	08/15/2024	09/2024	Tier 3
1. Describe the project?	The only thing they did was change our fee from .85 to \$1.00? Yes, they got that changed back on time. Pretty sad when changing a value requires a project now.			
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?	Completed.			
Danna Schwenk/Kayla Jesse Called: Emailed: 03/07/2025 Response: 03/07/2025 Completed: 09/30/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Public Service Commission	Remittance Modernization Enhancement	08/01/2024	03/2025*	Tier 3
1. Describe the project?	Our agency collects surcharges from telecommunications companies, and uses a platform created and managed by Tyler Technology to enable that process. We have been working with them on a project to migrate and modernize the remittance platform. The project is intended to improve the user experience, provide some additional administrative options for our agency, and bring better reporting functionality to the platform.			
2. What is the status of the project?	The project has gone through a testing phase, and is set to launch March 1. Therefore, it is nearly complete.			
3. Was there any delay? If so, why?	No, the project has proceeded as expected.			
4. Will it be launched within the next 90 days?	Yes, as indicated above, it is set to launch March 1.			
Cullen Robbins Called: Emailed: 02/26/2025 Response: 02/27/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Nebraska Racing and Gaming Commission	Website	03/27/2024	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?				
Aaron Courtright Called: Emailed: 03/07/2025 Response: Completed: 01/31/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Nebraska Department of Revenue	Tax Payment Plan Modernization Enhancements	10/01/2024	06/2025	Tier 2
1. Describe the project?	The Nebraska Department of Revenue (DOR) originally requested 9 enhancements to the Nebraska Tax Payment Plan application on 9/21/2023. The enhancement requests were related to the payment stream calculation, Admin user interface display, report generation, and cron jobs. DOR and Tyler Tech agreed to delay implementation until migration to the new platform happened. A kickoff meeting for the migration to the Application Platform was held on 8/13/2024. Enhancement requests were revised, prioritized, and submitted to Tyler Tech via the Project Hub 10/15/2024.			
2. What is the status of the project?	Pending. At last report 2/20/2025, 75% of development has been completed with testing projected to be ready by the end of March 2025.			
3. Was there any delay? If so, why?	In the 8/13/2024 kickoff meeting, Tyler Tech indicated that the migration was scheduled to be ready for testing by the end of the year (December 2024). In January 2025, DOR was notified that the migration was now targeted for the end of March 2025.			
4. Will it be launched within the next 90 days?	The possibility exists that the migration could be launched within the next 90 days. That will be dependent upon when the application is ready for testing on the new platform and DOR has had the opportunity to test.			
Jackie Woodruff Called: Emailed: 02/26/2025 Response: 02/27/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Nebraska Department of Revenue	Tax Payment Plan Rate Increase	12/03/2024	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?				
Jackie Woodruff Called: Emailed: 03/07/2025 Response: Completed: 12/17/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Nebraska Secretary of State	Voter Registration Remove No Labels Political Party	12/13/2024	12/2024	Tier 1
1. Describe the project?	Removing political party from online application.			
2. What is the status of the project?	Completed 12/19/2024			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?				
Chad Sump/Minank Patel Called: Emailed: 03/07/2025 Response: 03/07/2025 Completed: 12/16/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Nebraska State Patrol	Appointment Calendar Elavon Auth Rule Change	09/12/2024	01/2025*	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?				
Shawna Backemeyer Called: Emailed: 03/07/2025 Response: Completed: 01/13/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
State Patrol	Concealed Handgun Permit Modernization	12/16/2024	07/2025	Tier 3
1. Describe the project?	The Concealed Handgun Permit (CHP) application provides an online mechanism for citizens to easily renew or replace their CHP. The modernization effort will update the application from a Grails platform to a new Application platform.			
2. What is the status of the project?	Enhancement requests were submitted to Tyler Tech in February 2025. Tyler Tech will then take those requests to determine their feasibility for incorporation into the modernization effort.			
3. Was there any delay? If so, why?	No, there have been no delays.			
4. Will it be launched within the next 90 days?	As this is still in the project planning phase, I do not expect this to launch within the next 90 days.			
Kelsey Remmers Called: Emailed: 02/26/2025 Response: 02/26/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
State Patrol	MCDV Bipartisan Safer Communities Act (BSCA)	11/14/2024	03/2025*	Tier 1
1. Describe the project?	The MCDV project is an automated system that reports misdemeanor crime of domestic violence convictions to the federal National Instant Criminal Background Check System (NICS) database directly from the convicting court. This will ensure this firearm prohibiting information is available nationwide for firearm background checks. Enhancements to the MCDV project are necessary due to the passing of the Bipartisan Safer Communities Act by Congress in 2022.			
2. What is the status of the project?	Tyler Tech is currently wrapping up development and QA testing and the project will soon be passed off to NSP to complete partner testing.			
3. Was there any delay? If so, why?	Yes, the Nebraska State Patrol is in the process of updating our law enforcement message switch and through that process there were connection issues between NSP and the FBI in late 2024 and early 2025 which delayed this project slightly.			
4. Will it be launched within the next 90 days?	I do not know if the enhancements will be launched within the next 90 days as this is dependent on the outcome of upcoming partner testing, however, I'm hopeful this will occur by July 2025.			
Kelsey Remmers Called: Emailed: 02/26/2025 Response: 02/26/2025				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Veteran's Affairs	Form Change	11/04/2024	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?				
Madeline Kettler/Holden Armstrong Called: Emailed: 03/07/2025 Response: Completed: 12/09/2024				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Workers Compensation Court	EFiling Modernization Enhancements	12/18/2024	07/2025	Tier 2
1. Describe the project?	Modernization of the Court's eFiling application. This includes Tyler Tech updating the code the application is written in and including enhancements requested from the Court.			
2. What is the status of the project?	On track. Currently Tyler Tech Developers are rewriting the application.			
3. Was there any delay? If so, why?	Not to my knowledge.			
4. Will it be launched within the next 90 days?	No.			
lgianunzio@newcc.gov Called: Emailed: 02/26/2025 Response: 02/27/2025				

**AMENDMENT
TO
National Criminal History Improvement Program (NCHIP)
and
NICS Act Record Improvement Program (NARIP)
Dedicated Staff Program
STATEMENT OF WORK**

This First Amendment ("Amendment 1") to the National Criminal History Improvement Program (NCHIP) and NICS Act Record Improvement Program (NARIP) Dedicated Staff Program Statement of Work, dated August 3, 2023, ("SOW") is entered into by and among the Nebraska State Patrol ("Partner"), the Nebraska State Records Board ("NSRB"), and Nebraska Interactive, LLC dba Tyler Nebraska or NIC Nebraska ("Contractor") (collectively, the "Parties"), effective as of the date of execution of all parties below.

Recitals

WHEREAS, the SOW was issued pursuant to the State of Nebraska Contract between the NSRB and the Contractor ("the Master Contract"); and

WHEREAS, the Parties wish to modify the SOW as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby amend the SOW as follows:

- 1. Section 2.1 Objectives of the SOW is deleted in its entirety and replaced with the following Section 2.1 Objectives.**

2.1 Objectives

The Contractor will hire, train, manage, and support a team of qualified employees to provide services in connection with projects under the auspice of the Grants. These employees will provide services on projects and tasks as directed by the Partner, except as otherwise provided in this SOW.

Under the NCHIP grant, the Contractor will work on the modernization of the statewide court database, JUSTICE (development/maintenance/enhancements/etc.), to improve the quality, completeness, and timeliness of criminal history information. Such services will be directed by the Nebraska Administrative Office of the Courts ("AOC").

Under the NARIP grant, the Contractor will work on the development, maintenance, and enhancement of the misdemeanor crime of domestic violence ("MCDV") and felony reporting projects that send firearm prohibiting information to the NICS.

The actual number of staff to be provided by Contractor and the work assigned to such staff will be determined by Partner's applications for NARIP and NCHIP grant funding, as approved by BJS. The Contractor may be required by Partner to reduce staff to be consistent with Grant approvals.

2. **Section 4.4 Term of SOW is deleted in its entirety and replaced with the following Section 4.4 Term of SOW.**

4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall continue in effect for the duration of Partner's 2022, 2023, and 2024 Grants, unless earlier terminated in accordance with the terms of this SOW. However, in no event shall the SOW continue in effect beyond the term of the Master Contract and any extensions or renewals or replacements thereof.

3. **Section 5 Invoicing and Payment is deleted in its entirety and replaced with the following Section 5, Invoices and Payment.**

5 Invoicing and Payment

Project/Project Type – 2022 and 2023 Grants	Hours (2080/12)	Rate	Maximum Quantity	Maximum Monthly Invoice Amount	Annual Cost Estimate (Monthly Invoice Amount x 12)
Grant Developer	173.33	\$64.182/hour	5	\$55,623.33	\$667,480.00
Grant Project Manager	173.33	\$61.275/hour	1	\$10,620.83	\$127,450.00
Grant Quality Analyst	173.33	\$49.638/hour	1	\$8,603.75	\$103,245.00

Project/Project Type – 2024 Grant	Hours (2080/12)	Rate	Maximum Quantity	Maximum Monthly Invoice Amount	Annual Cost Estimate (Monthly Invoice Amount x 12)
Grant Developer	173.33	\$70.759/hour	4	\$49,058.63	\$588,704.00
Grant Project Manager	173.33	\$67.556/hour	1	\$11,709.48	\$140,514.00
Grant Quality Analyst	173.33	\$54.726/hour	0.5	\$4,742.83	\$56,914.00

5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in the Invoicing and Payment section of this SOW and will invoice the Partner monthly at the rates indicated above for actual hours worked. The Partner is solely responsible for providing payment to the Contractor for services provided by the Contractor under this SOW. Upon mutual agreement of Parties, these amounts may be increased annually, in an amount not to exceed five percent (5%) over the previous year's rate.

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.

4. **Attachment A to the SOW is deleted in its entirety and replaced with the Attachment A – 2025 Update attached hereto.**

5. This Amendment 1 may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same amendment. All other terms and conditions of the original SOW shall remain the same as if set forth herein.

IN WITNESS WHEREOF, the parties, having read and understood the foregoing sections of this Amendment, expressly agree to these terms and conditions set forth herein as evidenced by their respective dated signatures below:

Nebraska Interactive, LLC (Contractor)

Tanner Hughes
General Manager

Date

Nebraska State Patrol (Partner)

Colonel John A. Bolduc
Superintendent

Date

Nebraska State Records Board (NSRB)

Secretary of State, Robert B. Evnen
Chairperson

Date

Attachment A – 2025 Update

to

**National Criminal History Improvement Program (NCHIP)
and NICS Act Record Improvement Program (NARIP) Dedicated Staff Program**

Statement of Work (SOW)

Below are projects planned for completion with NSP's 2022, 2023, and 2024 NCHIP and NARIP grant funding, along with corresponding grant goals. Projects will be selected and ordered for completion in compliance with Section 2.2 of the SOW.

NARIP Projects

- Enhancements to the MCDV Project to accommodate the Bipartisan Safer Communities Act of 2022, which updated the definition of MCDV to include individuals who have a current or recent former dating relationship with the victim and provides for the potential automatic restoration of firearm rights after five years for this scenario. The MCDV Project must be enhanced to accommodate this legislative change.
- Deployment of the Felony Project, which will send unfingerprinted felony convictions to the NICS for nationwide availability during firearm background checks.
- Migration of MCDV Project from Grails 2 to Application Platform as a modernization solution and preparation for enhancement features to accommodate the changes required by Bipartisan Safer Communities Act of 2022.

Goals

- Increase the amount of Nebraska MCDV records made available for use by the NICS regarding 18 U.S.C. 922(g)(9).
- Increase the amount of Nebraska MCDV records made available for use by the NICS regarding Nebraska §28-1206.
- Increase the amount of Nebraska felony convictions made available for use by the NICS regarding 18 U.S.C. 922(g)(1).

NCHIP Projects

- Trial eFiling eService
- Trial eFiling non-case filing (probable cause)
- Amended service returns
- Judge Portal eSignature enhancement
- Operations and maintenance of numerous portals that the Judicial Branch relies on for its core business functions.
- Modernize the current eFiling portal to provide easier navigation, simplified access to information, increased ease of access to court processes, and centralizing application into a single location.
- Modernizing the one-time case search to include images of documents. This will provide quicker access to court records for the public and provide information electronically instead of having to request the information in paper.

	<ul style="list-style-type: none"> • Create a self-represented litigant eFiling portal to provide easier access to the public for the filing of new cases and subsequent filings. • Create an electronic docket calendaring system making it easier for the court and all parties to schedule next actions within cases.
	<p><u>Goals</u></p> <ul style="list-style-type: none"> • Increase the number of counties utilizing eFiling for criminal cases. • Increase the percentage of criminal cases filed electronically to 100%. • Improve availability of dispositional information. • Improve timeliness of the transmittal of information from Justice to the Patrol Criminal History (PCH). • Increase automated communication of dispositions to PCH without manual NSP intervention.

Overview of Bureau of Justice Statistics NARIP and NCHIP Grants

NICS Act Record Improvement Program (NARIP) Grant	National Criminal History Improvement Program (NCHIP) Grant
NARIP grants assist in updating the FBI's National Instant Criminal Background Check System (NICS) with mental health, protection and restraining order information, domestic violence convictions, and other criminal history record information which may disqualify individuals from purchasing or possessing firearms.	NCHIP grants improve the quality, timeliness, and immediate accessibility of criminal history records and related information. Complete records require that data from all components of the criminal justice system be integrated and linked, including law enforcement, prosecutors, courts, and corrections. NCHIP assists states to establish an integrated infrastructure that meets the needs of all components.

NARIP and NCHIP grants help Nebraska ensure that accurate records are available for use in law enforcement to protect public safety and national security.

The goals and objectives of these grants, according to the Bureau of Justice Statistics, are to improve the accuracy, completeness, and timeliness of state and national criminal records by permitting states to identify -

- Ineligible firearm purchasers.
- Persons ineligible to hold positions involving children, the elderly, or the disabled.
- Persons subject to protection orders or wanted, arrested, or convicted of stalking and/or domestic violence.
- Persons ineligible to be employed or hold licenses for specified positions.
- Persons potentially presenting threats to public safety.

The Nebraska State Patrol (NSP) applies for NARIP and NCHIP grants annually and works with the Administrative Office of the Courts (AOC) to identify and prioritize projects necessary to achieve grant objectives of improving state and national criminal records.

History of Nebraska Interactive, LLC dba Tyler Nebraska's work for NSP and AOC

Nebraska State Patrol

NSP has been using the services of Tyler Nebraska since the late 1990s for transaction-based services like criminal history searches, concealed handgun permit renewals (Payport), and an appointment calendar system to facilitate fingerprint background checks.

NSP also executed two separate Statements of Work (SOW) with Tyler Nebraska.

1. Misdemeanor Crimes of Domestic Violence (MCDV) SOW was signed July 3, 2019.
 - a. The signed SOW was presented at the September 18, 2019, NSRB Meeting.
 - b. Objectives in SOW
 - i. Phase 1 – Retrieve existing file from AOC FTP, convert data based upon NSP logic and NICS requirements, generate a new file, and provide the file to the OCIO/switch, parse a return file, and update and store data appropriately. (\$37,224)
 - ii. Phase 2 – Develop an administrative system for the NSP to update or edit stored data. (\$45,936)
 - iii. Annual Maintenance - \$16,632

2. The Felony Conviction Project SOW was signed February 13, 2020.
 - a. The signed SOW was presented March 4, 2020, NSRB Meeting.
 - b. Objectives in SOW
 - i. Phase 3 – Retrieve existing file from AOC FTP, conversion of felony conviction logic into code, generate new file, provide file to OCIO/switch, parse a return file, update, and store data appropriately, provide ability to search and read/write felony data via the MCDV interface. (\$82,686)
 - ii. Annual Maintenance - \$16,537.20

Administrative Office of the Courts

AOC has been using the services of Tyler Nebraska since the late 1990s for transaction-based services like access to court opinions and records; civil, small claims, criminal and traffic case payments; court case payment monitoring; waivable citation payments; Event Registration; Payport; eFiling services; eFiling Judge portal; and Citizen Payment Processing.

Work continued on the aforementioned projects through 2020, but progress was slow. The AOC requested to have a full-time team dedicated to the work, and NSP and Tyler Nebraska fulfilled that request by establishing dedicated Tyler Nebraska staff to work on NSP and AOC projects.

The request for a full-time software development team was necessary to meet the needs of the Supreme Court Rules requiring mandatory eFiling for all attorneys which includes county attorneys and city prosecutors who file criminal and traffic complaints with the court. Additionally, with eFiling being a critical function to the operations of the courts and probation, a dedicated team is necessary to meet Goal #1 in the Nebraska Supreme Court's Strategic Plan, which is to provide access to swift, fair justice. This goal specifically focuses on implementing and maintaining modern technology to support the internal work of the courts, enhancing technological access for external court users, and processing and managing cases efficiently to resolve disputes in a fair and timely manner—among many other focus areas.

To achieve Goal #1 of the Supreme Court's Strategic Plan, the Nebraska Judicial Branch has a responsibility to create new service offerings, and enhance, maintain, and modernize existing services such as eFiling, all of which require a dedicated team to design and develop new technology to meet the ever-growing needs.

Grant Award Periods/Time Horizon for Tyler Nebraska Services

Both NCHIP and NARIP are applied for by NSP on an annual basis. These are competitive federal grants. The award period has varied based upon timing of federal funding approval, as well as extension requests.

2019 NARIP Award Period: 01/01/2020 - 12/31/2021	2020 NARIP Award Period: 10/01/2020 – 12/31/2022	2021 NARIP Award Period: 01/01/2022 - 12/31/2022	2022 NARIP Award Period: 01/01/2023 - 12/31/2023	2023 NARIP Award Period: 10/01/2023 - 09/30/2025	2024 NARIP Award Period: 01/01/2025 – 12/31/2026
2019 NCHIP Award Period: 01/01/2020 - 06/31/2021	2020 NCHIP Award Period: 01/01/2021 - 12/31/2023	2021 NCHIP Award Period: 01/01/2022 – 03/31/2023	2022 NCHIP Award Period: 01/01/2023 – 09/30/2024	2023 NCHIP Award Period: 10/01/2023 - 09/30/2025	2024 NCHIP Award Period: 01/01/2025 – 12/31/2026

The NSP and AOC could continue to utilize the services of Tyler Nebraska for as long as the NSRB maintains a contract with Tyler Nebraska as the network manager.

NSP and AOC evaluate whether to continue receiving services from Tyler Nebraska when preparing an application for grant funds following release of the solicitation from the U.S. Department of Justice, Bureau of Justice Statistics.

Any amounts proposed to be used for Tyler Nebraska, as the selected contractor, are included in the budget information submitted in the grant applications.

Financial Information¹

NARIP Awards FY 2019-2024

Jurisdiction	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Nebraska	\$494,943	\$732,037	\$703,387	\$1,099,271	\$1,698,186	\$1,375,326

NCHIP Awards FY 2019-2024

Jurisdiction	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Nebraska	\$1,967,774	\$2,205,574	\$2,324,365	\$3,934,650	\$6,012,113	\$2,800,000

Total Amount in 2024 Grant Budgeted for Tyler Nebraska Services

NARIP 2024 Application - \$421,525 was budgeted to contract with Tyler Nebraska.

Funding Category	Funding Calculation	Amount
Developers (2) @ 100%	$(\$89,955 + \$57,222) \times 100\%$	\$294,354
Project Manager/Product Owner (1) @ 50%	$(\$85,882 + \$54,632) \times 50\%$	\$70,257
Quality Analyst (1) @ 50%	$(\$69,301 + \$44,526) \times 50\%$	\$56,914
TOTAL		\$421,525

NCHIP 2024 Application - \$364,611 was budgeted to contract with Tyler Nebraska.

Funding Category	Funding Calculation	Amount
Developers (2) @ 100%	$(\$89,955 + \$57,222) \times 100\%$	\$294,354
Project Manager/Product Owner (1) @ 50%	$(\$85,882 + \$54,632) \times 50\%$	\$70,257
TOTAL		\$364,611

The total anticipated spend using 2024 grant funds on Tyler Nebraska services is \$786,136. Future amounts would depend on grant funding amounts and the budget submitted in the grant applications.

¹ Annual award information is available online: [USDOJ Awards](#)

Project Scope

Projects undertaken with NARIP and NCHIP funds relate to improvement of the usability and data sharing capabilities of information contained in the e-filing and Justice systems while improving the quality, completeness, and timeliness of Nebraska's criminal records.

The AOC and NSP are seeking flexibility in the selection and ordering of projects for completion. If an issue arises that needs to be addressed, AOC and NSP rely on Tyler Nebraska to turn their attention to that issue, rather than being limited to the projects outlined in a SOW document. However, a list of projects planned for completion using the grant funds, along with grant goals, is included below.

<u>NARIP Projects</u>	
<ul style="list-style-type: none">• Enhancements to the MCDV Project to accommodate the Bipartisan Safer Communities Act of 2022, which updated the definition of MCDV to include individuals who have a current or recent former dating relationship with the victim and provides for the potential automatic restoration of firearm rights after five years for this scenario. The MCDV Project must be enhanced to accommodate this legislative change.• Deployment of the Felony Project, which will send unfingerprinted felony convictions to the NICS for nationwide availability during firearm background checks.• Migration of MCDV Project from Grails 2 to Application Platform as a modernization solution and preparation for enhancement features to accommodate the changes required by Bipartisan Safer Communities Act of 2022.	
	<u>Goals</u> <ul style="list-style-type: none">• Increase the amount of Nebraska MCDV records made available for use by the NICS regarding 18 U.S.C. 922(g)(9).• Increase the amount of Nebraska MCDV records made available for use by the NICS regarding Nebraska §28-1206.• Increase the amount of Nebraska felony convictions made available for use by the NICS regarding 18 U.S.C. 922(g)(1).

<u>NCHIP Projects</u>	
<ul style="list-style-type: none">• Trial eFiling eService (<i>Start Date – 1/3/2022; End Date 4/25/2023</i>)• Trial eFiling non-case filing (probable cause)• Amended service returns (<i>Start Date – 9/1/2022</i>)• Judge Portal eSignature enhancement (<i>Start Date – 2/17/2023</i>)• Operations and maintenance of numerous portals that the Judicial Branch relies on for its core business functions.• Modernize the current eFiling portal to provide easier navigation, simplified access to information, increased ease of access to court processes, and centralizing application into a single location.• Modernizing the one-time case search to include images of documents. This will provide quicker access to court records for the public and provide information electronically instead of having to request the information in paper.• Create a self-represented litigant eFiling portal to provide easier access to the public for the filing of new cases and subsequent filings.• Create an electronic docket calendaring system making it easier for the court and all parties to schedule next actions within cases.	
	<u>Goals</u> <ul style="list-style-type: none">• Increase the number of counties utilizing eFiling for criminal cases.• Increase the percentage of criminal cases filed electronically to 100%.• Improve availability of dispositional information.• Improve timeliness of the transmittal of information from Justice to the Patrol Criminal History (PCH).• Increase automated communication of dispositions to PCH without manual NSP intervention.

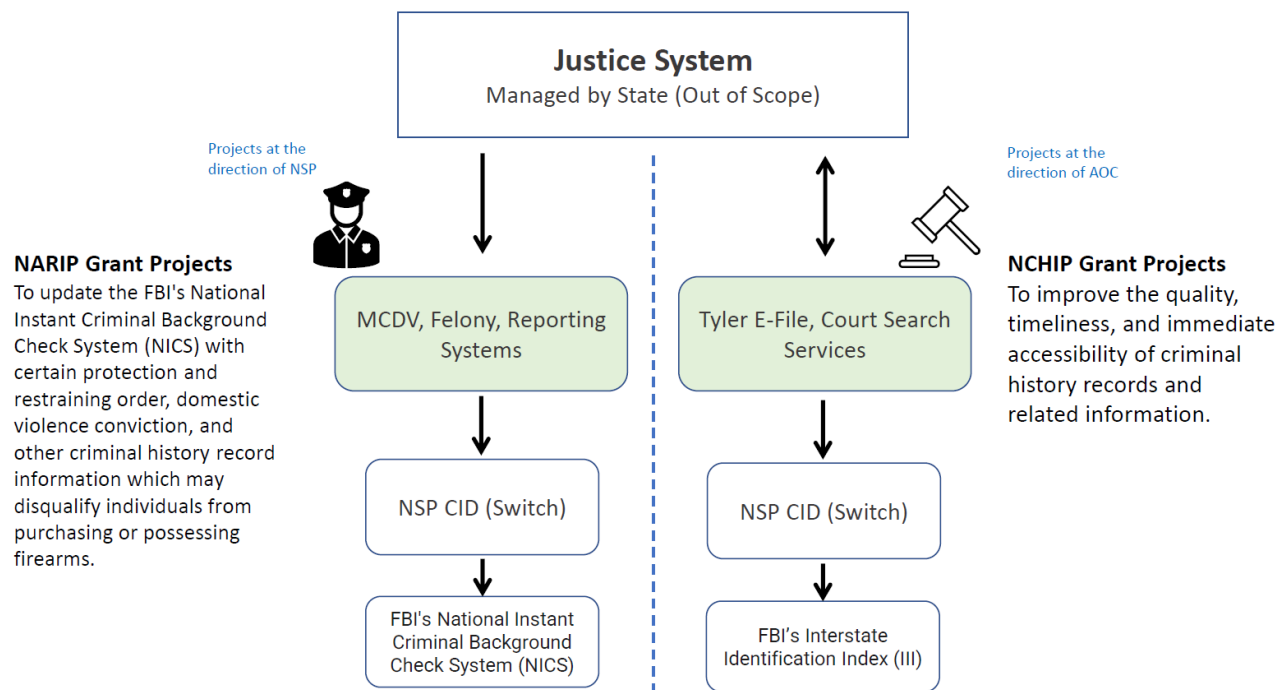
Recent Projects

Tyler Nebraska has continued work on several projects for the AOC and NSP. Some recent projects include:

Project	Partner Name	Start Date	End Date	Status
AOC JV Case Web Service update	Administrative Office of the Courts	5/16/2022	7/6/2022	Complete
AOC Trial Court DCN update	Administrative Office of the Courts	7/8/2022	8/1/2022	Complete
AOC Trial Court eFiling Package 1/2	Administrative Office of the Courts	8/11/2020	11/1/2021	Complete
AOC Appellate Court New Case Filing	Administrative Office of the Courts	7/12/2021	12/20/2021	Complete
Trial Court LB320	Administrative Office of the Courts	7/9/2021	8/27/2021	Complete
NSP Project (MCDV)	Nebraska State Patrol	9/29/2021	5/9/2023	Complete
AOC Trial Court eBOE	Administrative Office of the Courts	10/27/2021	4/20/2022	Complete
AOC Probate eFiling	Administrative Office of the Courts	12/10/2021	3/21/2022	Complete
AOC Trial eFiling eService	Administrative Office of the Courts	1/3/2022	4/25/2023	Complete
AOC Trial eFiling Non-Case Filing	Administrative Office of the Courts	1/17/2022	8/1/2022	Complete
AOC Trial eFiling Single Party	Administrative Office of the Courts	2/1/2022	5/4/2022	Complete
AOC Amended Service Returns	Administrative Office of the Courts	9/1/2022	5/23/2023	Complete
AOC One Time Case Search Result Image Addition	Administrative Office of the Courts	6/14/2023	1/23/2024	Complete
AOC Judge Portal eSignature Enhancement	Administrative Office of the Courts	2/17/2023	2/6/2024	Complete
AOC Appellate Grails 5 Upgrade	Administrative Office of the Courts	4/6/2022	2/20/2024	Complete
AOC eFiling Firm Verification	Administrative Office of the Courts	7/26/2023	4/8/2024	Complete
AOC Juror Form migration to EB	Administrative Office of the Courts	1/10/2024	4/16/2024	Complete
AOC Create web service to validate document number	Administrative Office of the Courts	3/27/2024	6/13/2024	Complete
AOC eNotice Mail Log Enhancement	Administrative Office of the Courts	5/6/2024	8/1/2024	Complete
AOC Batch Filing Enhancement	Administrative Office of the Courts	5/20/2024	8/6/2024	Complete
WCC eFiling MCLE Migration	Workers' Compensation Courts	8/6/2024	8/26/2024	Complete
AOC Judge Portal Web Service Change	Administrative Office of the Courts	8/13/2024	9/10/2024	Complete
AOC Set Upper Payment Limit \$5000	Administrative Office of the Courts	7/17/2024	9/17/2024	Complete
NSP MCDV AP Modernization	Nebraska State Patrol	1/11/2024	11/12/2024	Complete
AOC CDT Portal Enhancement	Administrative Office of the Courts	8/13/2024	12/3/2024	Complete
AOC Non-Case Probable Cause eFiling Enhancement	Administrative Office of the Courts	11/5/2024		Partner Testing
AOC eFiling RTV validation	Administrative Office of the Courts	10/17/2024		Partner Testing
AOC Appellate EFILE Add Confidential Documents Tab	Administrative Office of the Courts	1/17/2024		Partner Testing
NSP MCDV Project - BSCA	Nebraska State Patrol	11/14/2024		QA Testing

Technical Information

Relationship of Justice system to Tyler Nebraska Services



The AOC manages the JUSTICE case management system on its own, and any work relating to its operating system or servers is out of scope of the services provided by Tyler Nebraska.

Procurement

NARIP and NCHIP Procurement Requirements & Rationale for Not Completing a Request for Proposals

Both the NARIP and NCHIP grants are subject to 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2 CFR §200.317 provides, "When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds..."

Neb. Rev. Stat. §73-807 provides for competitive bidding by state agencies when a contract for services is "in excess of fifty thousand dollars." However, Neb. Rev. Stat. §73-813 provides limited exceptions to the competitive bidding requirements. One such exception is for a sole source contract.

The current contract with Tyler Nebraska ("Master Contract") was entered into by the Nebraska State Records Board following completion of the sole source request process established by the Department of Administrative Services. The NSRB complied with the state procurement policies and procedures in entering into the Master Contract.

The scope of work of the Master Contract requires that Tyler Nebraska provide and administer the State of Nebraska web portal, which links to a wide range of government information and services, including both fee and non-fee applications. The objective of the portal is to increase accessibility to, and collection of, public

information and other useful information and services through various means, including electronic means. Services are funded through both the transactional model (portal fees for transactions completed) and time and materials (hourly rates for services provided).

Partner agencies are allowed to use the services of Tyler Nebraska through the Master Contract. The development of applications and services to facilitate access to criminal and court records is within the scope of work of the Master Contract and Tyler Nebraska is familiar with the AOC's JUSTICE case management system and has completed work for both the AOC and NSP.

The NSP sought approval from the U.S. Department of Justice (USDOJ) to use a non-competitive (sole source) procurement approach to contract with Tyler Nebraska for services under the NARIP and NCHIP grants. Written approval was provided by the USDOJ, which is included at the end of this document.

Oversight and Contractual Remedies

Meetings between Tyler Nebraska and the partner agencies take place regularly to discuss project scope, progress, and testing.

Tyler Nebraska provides a weekly report of work completed to the AOC and NSP.

The SOW provides for termination for cause, subject to cure; convenience (30 days' notice), and loss of appropriations (30 days' notice).

Final Notes

The success of the portal depends on the involvement and participation of partner agencies. The AOC and NSP are integral portal partners.

Copy of Sole Source Approval – NARIP 2024



JUSTgrants
JUSTICE GRANTS SYSTEM

The request for a Sole Source Approval grant award modification, GAM-603356, for award number 15PBJS-24-GK-02630-NARI under the solicitation *BJS FY24 NICS Act Record Improvement Program NARIP* is approved.
Please log into DOJ's JustGrants system at [JustGrants](https://www.justicegrants.usdoj.gov).

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

Copy of Sole Source Approval – NCHIP 2024



JUSTgrants
JUSTICE GRANTS SYSTEM

The request for a Sole Source Approval grant award modification, GAM-603353, for award number 15PBJS-24-GK-02368-NCHI under the solicitation *BJ5 FY24 National Criminal History Improvement Program* is approved.
Please log into DOJ's JustGrants system at [JustGrants](https://www.justicegrants.usdoj.gov).

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

National Criminal History Improvement Program (NCHIP) and NICS Act Record Improvement Program (NARIP) Dedicated Staff Program

Nebraska State Patrol

Contractor: Nebraska Interactive, LLC dba NIC Nebraska

Product Owner: Jay B. Sloan

Date: 01/18/2023

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 ("the Contractor") and is subordinate to and subject to all terms and conditions therein ("Master Contract").

1. Introduction

The Nebraska State Patrol (“NSP” or “Partner”) has been awarded federal grant funding under the National Criminal History Improvement Program (“NCHIP”) and under the National Instant Criminal Background Check System (“NICS”), Act Record Improvement Program (“NARIP”) (collectively referred to as “Grants”).

The Department of Justice, Office of Justice Programs (“OJP”), through the Bureau of Justice Statistics (“BJS”), administers the NCHIP grants, and provides direct awards and technical assistance to states and localities to improve the quality, timeliness, and immediate accessibility of criminal history records and related information. Complete records require that data from all components of the criminal justice system be integrated and linked, including law enforcement, prosecutors, courts, and corrections. NCHIP assists states to establish an integrated infrastructure that meets the needs of all components.

The Department of Justice, OJP, through the BJS, also administers the NARIP grants, and provides awards to improve the completeness, automation, and transmittal of records to state and federal systems used by the NICS. Such records include criminal history records, records of felony convictions, warrants, records of protective orders, convictions for misdemeanors involving domestic violence and stalking, drug arrests and convictions, records of mental health adjudications, and others which may disqualify an individual from possessing or receiving a firearm under federal law. Helping states, state court systems, and tribes to automate these records will also reduce delays for law-abiding gun purchasers.

The Partner has requested that the Contractor hire, train, manage, and support dedicated employees to complete work in pursuit of the NCHIP and NARIP grant programs, as further described in this SOW.

Partner Executive Sponsor

Lance Rogers, Director, Criminal Identification Division

Email: lance.rogers@nebraska.gov

Phone: (402) 479-4085

Partner Project Manager

Kelsey Remmers, NICS Program Manager

Email: kelsey.remmers@nebraska.gov

Phone: (402) 479-4076

Partner Billing Contact

Dan McEowen, IT Business Systems Analyst/Coordinator

Email: daniel.mceowen@nebraska.gov

Phone: (402) 430-4072

2. Project Overview

2.1 Objectives

The Contractor will hire, train, manage, and support a team of qualified employees to provide services in connection with projects under the auspice of the Grants. These employees will provide services on projects and tasks as directed by the Partner, except as otherwise provided in this SOW.

Under the NCHIP grant, the Contractor will work on the modernization of the statewide court database, JUSTICE (development/maintenance/enhancements/etc.), to improve the quality, completeness, and timeliness of criminal history information. Such services will be directed by the Nebraska Administrative Office of the Courts ("AOC").

Under the NARIP grant, the Contractor will work on the development, maintenance, and enhancement of the misdemeanor crime of domestic violence ("MCDV") and felony reporting projects that send firearm prohibiting information to the NICS.

Consistent with the Grants, the Contractor will staff a team consisting of up to the following positions:

1. Five (5) Software Developers
2. One (1) Project Manager/Product Owner
3. One (1) Quality Analyst

The actual number of Contractor's staff to be provided and the work assigned to such staff will be determined by Partner's applications for NARIP and NCHIP grant funding, as approved by BJS. The Contractor may be required by Partner to reduce staff to be consistent with Grant approvals.

2.2 Scope

2.2.1 Inclusions

2.2.1.1 The Contractor will hire qualified software developers, a quality analyst, and a project manager (consistent with Grant approvals) to be dedicated to providing the services needed to carry out projects under the Grants. Projects planned for completion during the term of this SOW are included on an attachment to this SOW, labeled Attachment A, and incorporated herein by this reference. AOC and NSP maintain the flexibility to add to, reduce, modify, or otherwise prioritize the projects included on Attachment A in furtherance of the Grant objectives, and the Contractor's team will work on such projects on a full-time basis, at the direction of the Partner and AOC. Due to the flexibility maintained by AOC and NSP to select and order projects for completion, the Contractor will not be in breach of this SOW if all projects listed on Attachment A are not completed during the term of this SOW, as long as the Contractor has met Contractor's responsibility to provide a dedicated team (consistent with Grant approvals) to work on such projects on a full-time basis. Any changes to projects

included on Attachment A shall be in writing, consistent with Section 4.6 of this SOW, and may be subject to project cost adjustments.

2.2.1.2 The Contractor will adequately train software developers, a quality analyst, and a project manager to perform required services.

2.2.1.3 The Contractor will manage all services identified by the Partner to be completed under the auspice of the Grants.

2.2.1.4 The Contractor will provide the technical infrastructure and all necessary software to provide services identified by the Partner under the auspice of the Grants.

2.2.1.5 The Contractor will collaborate with other state entities as directed by the Partner. This includes, but is not limited to, the AOC.

2.2.2 Exclusions

2.2.2.1 The Contractor will not be responsible for creation or identification of projects to be completed under the auspice of the Grants.

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's Director approves of the services outlined in this SOW 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 Grant services throughout all phases.

2.4.3 Partner will provide the Contractor with project requirements.

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

2.4.5 Partner and the AOC (as applicable) will provide customer support for business-related questions during normal business hours.

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2.4.6 Partner and the AOC (as applicable) will provide assistance with testing for business requirements.

2.4.7 The Contractor will communicate regularly with Partner to review Grant projects underway and will provide regular progress reports to the Partner and AOC.

2.4.8 The Contractor will deliver the following for projects completed under the auspice of the Grants:

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

2.4.8.2 Marketing assistance for Partner or AOC services.

2.4.8.3 Secure hosting of services/applications within the Contractor's Enterprise Technology Services (ETS) environment.

2.4.8.4 24 hours a day, 7 days a week technical support.

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

2.4.9 At any time during the term of the SOW, the Contractor or Partner has the authority to terminate or suspend the SOW if a commitment to mutually agreed upon timelines is not being honored.

2.5 Constraints

2.5.1 Partner availability and workload.

2.5.2 Change(s) in staffing for members of the Grants team.

3 Requirements

For each Grant project, after development services have 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 completion timeline.

4 Terms and Conditions

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

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4.1 Confidentiality

All materials and information provided to the Contractor, or acquired by the Contractor, pursuant to services provided under this SOW, 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: Nebraska State Patrol, Criminal Identification Division
4600 Innovation Dr
Lincoln, NE 68521

Phone: 402 471-4545

Email: lance.rogers@nebraska.gov

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

Phone: 402 471 7810

Fax: 402-471-7817

Email: ne-support@egov.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 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.

4.3.3 This SOW may also be terminated by the Partner for any loss of appropriations. Contractor agrees that the Partner’s obligation to pay amounts may be contingent upon legislative appropriation of funds for that purpose or continuing grant funding by a state or federal entity. Should said funds not be appropriated or grants funds become unavailable, the Partner may terminate this SOW with respect to payments to be made during a period for which funds are not available. The Partner will give the Contractor (30) days written notice of such termination. All obligations of the Partner to make payments after the termination date will cease. In no event shall the Contractor be paid for a loss of anticipated profit.

4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall continue in effect for the duration of Partner’s 2022 and 2023 Grants, unless earlier terminated in accordance with the terms of this SOW. However, in no event shall the SOW continue in effect beyond the term of the Master Contract and any extensions or renewals or replacements thereof.

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.

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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;
- d. This SOW;
- e. Attachment A to this SOW; and
- f. Attachment B to this SOW.

4.11 Terms and Conditions for Grants

The terms and conditions applicable to the Grants are attached to this SOW, labeled Attachment B, and incorporated herein by this reference. The Contractor agrees to comply with such terms and conditions as applicable to the Contractor.

4.12 Grants Oversight

The Partner is solely responsible for monitoring and providing oversight related to Contractor's compliance with the requirements of the Grants. Although the NSRB is a party to this Agreement, the NSRB is not a subrecipient or a contractor under the Grants. The NSRB has no responsibility to comply with the requirements of the Grants and will not be engaging in any monitoring or oversight related to the Grants.

5 Invoicing and Payment

Project/Project Type	Hours (2080/12)	Rate	Maximum Quantity	Maximum Monthly Invoice Amount	Annual Cost Estimate (Monthly Invoice Amount x 12)
Grant Developer	173.33	\$64.182/hour	5	\$55,623.33	\$667,480.00
Grant Project Manager	173.33	\$61.275/hour	1	\$10,620.83	\$127,450.00
Grant Quality Analyst	173.33	\$49.638/hour	1	\$8,603.75	\$103,245.00

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5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in the Invoicing and Payment section of this SOW, and will invoice the Partner monthly at the rates indicated above. The Partner is solely responsible for providing payment to the Contractor for services provided by the Contractor under this SOW. Upon mutual agreement of Contractor and Partner, these amounts may be increased annually, in an amount not to exceed five percent (5%) over the previous year's rate.

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.

6 Signatures

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

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:



027300F030FF4E5...

Tanner Hughes, General Manager

8/3/2023

Date

Nebraska State Patrol

DocuSigned by:



72AC7C3D90724B4...

Colonel John A. Bolduc, Superintendent

8/3/2023

Date

Nebraska State Records Board (NSRB)

DocuSigned by:



3B837E90FED5306...

Secretary of State Robert Evnen, Chairperson

8/3/2023

Date



8/3/2023

Attachment A**to****National Criminal History Improvement Program (NCHIP)
and NICS Act Record Improvement Program (NARIP) Dedicated Staff Program****Statement of Work (SOW)**

Below are projects planned for completion with NSP's 2022 and 2023 NCHIP and NARIP grant funding, along with corresponding grant goals. Projects will be selected and ordered for completion in compliance with Section 2.2 of the SOW.

NARIP Projects

- Enhancements to the MCDV Project to accommodate the Bipartisan Safer Communities Act of 2022, which updated the definition of MCDV to include individuals who have a current or recent former dating relationship with the victim and provides for the potential automatic restoration of firearm rights after five years for this scenario. The MCDV Project must be enhanced to accommodate this legislative change.
- Deployment of the Felony Project, which will send unfingerprinted felony convictions to the NICS for nationwide availability during firearm background checks.

Goals

- Increase the amount of Nebraska MCDV records made available for use by the NICS regarding 18 U.S.C. 922(g)(9).
- Increase the amount of Nebraska MCDV records made available for use by the NICS regarding Nebraska §28-1206.
- Increase the amount of Nebraska felony convictions made available for use by the NICS regarding 18 U.S.C. 922(g)(1).

NCHIP Projects

- Trial eFiling eService
- Trial eFiling non-case filing (probable cause)
- Amended service returns
- Judge Portal eSignature enhancement
- Operations and maintenance of numerous portals that the Judicial Branch relies on for its core business functions.
- Modernize the current eFiling portal to provide easier navigation, simplified access to information, increased ease of access to court processes, and centralizing application into a single location.
- Modernizing the one-time case search to include images of documents. This will provide quicker access to court records for the public and provide information electronically instead of having to request the information in paper.
- Create a self-represented litigant eFiling portal to provide easier access to the public for the filing of new cases and subsequent filings.

<ul style="list-style-type: none">• Create an electronic docket calendaring system making it easier for the court and all parties to schedule next actions within cases.	
	<p><u>Goals</u></p> <ul style="list-style-type: none">• Increase the number of counties utilizing eFiling for criminal cases.• Increase the percentage of criminal cases filed electronically to 100%.• Improve availability of dispositional information.• Improve timeliness of the transmittal of information from Justice to the Patrol Criminal History (PCH).• Increase automated communication of dispositions to PCH without manual NSP intervention.

Attachment B
to
National Criminal History Improvement Program (NCHIP)
and NICS Act Record Improvement Program (NARIP) Dedicated Staff Program
Statement of Work

By executing the SOW, the Contractor agrees to the following terms and conditions:

- A. CLEAN AIR ACT. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387. The Contractor further understands and agrees that all violations must be reported to the Department of Justice (DOJ) and the Regional Office of the Environmental Protection Agency (EPA).
- B. BYRD ANTI LOBBYING AMENDMENT. Contracts of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor must sign and submit to the Partner the following certification:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

- C. **PROCUREMENT OF RECOVERED MATERIALS.** In the performance of the SOW, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- D. **DOMESTIC PREFERENCE.** As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- E. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Contractor is prohibited from obligating or expending SOW funds to: procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- F. **AUTOMATIC RENEWALS.** Notwithstanding any contrary or conflicting language in any document(s) related to this SOW, whether submitted to the Partner before or after the SOW is executed, the Partner does not agree to any automatic or continuing renewal of a subscription, service, or order of goods.

The State of Nebraska

Resident Assistant Proposal from Tyler Technologies, Inc.

March 28, 2025

Presented to:

Secretary of State Robert Evnen

Chairman, Nebraska State Records Board

Contact:

Tanner Hughes

General Manager, Tyler Technologies, Nebraska



Introduction

Tyler Technologies, the largest and most established provider of integrated software and technology services for the public sector, presents this proposal for the implementation of the Resident Assistant for the State of Nebraska. The Resident Assistant is an AI-powered assistant designed to help residents navigate state websites by providing quick access to information and guiding them through various processes. This proposal outlines the value, methodology, and benefits for the State and its residents.

The State of Nebraska aims to enhance its digital services by providing residents with seamless access to information on Nebraska.gov. To achieve this goal, we propose the implementation of a Generative AI Resident Assistant—a conversational AI solution that will provide accurate, accessible, and timely information to the public. This cutting-edge tool will enhance user experience, improve transparency, and streamline access to critical state resources.

An Overview of the Tyler Resident Assistant

The Nebraska Resident Assistant is an AI-powered assistant designed to assist residents by answering questions, simplifying complex information, and providing instant support on Nebraska.gov. This intelligent assistant will ensure that the public can efficiently navigate government services, policies, and resources without requiring direct human intervention. By leveraging Generative AI technology, the Resident Assistant will revolutionize how Nebraska residents interact with government information, offering a responsive and user-friendly digital assistant.

Key Features

- **24/7 Availability:** Provides round-the-clock assistance, ensuring residents can access information anytime, regardless of business hours.
- **Accurate and Consistent Information:** Delivers reliable and up-to-date responses, minimizing misinformation and improving public trust.
- **Multi-Lingual Support:** Supports multiple languages, enabling accessibility for Nebraska's diverse population.
- **Enhanced Transparency:** Improves government transparency by making information readily available to the public in a digestible format.
- **Simplified Regulatory Guidance:** Breaks down complex state regulations, policies, and procedures into easily understandable language.
- **Efficient Access to Resources:** Directs users to relevant forms, departments, and services based on their inquiries, reducing frustration.
- **Data-Driven Improvements:** Analyzes user inquiries to identify common concerns and optimize information delivery for improved public service.



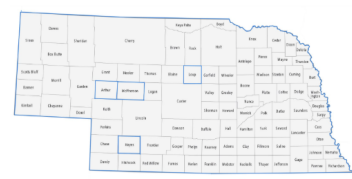
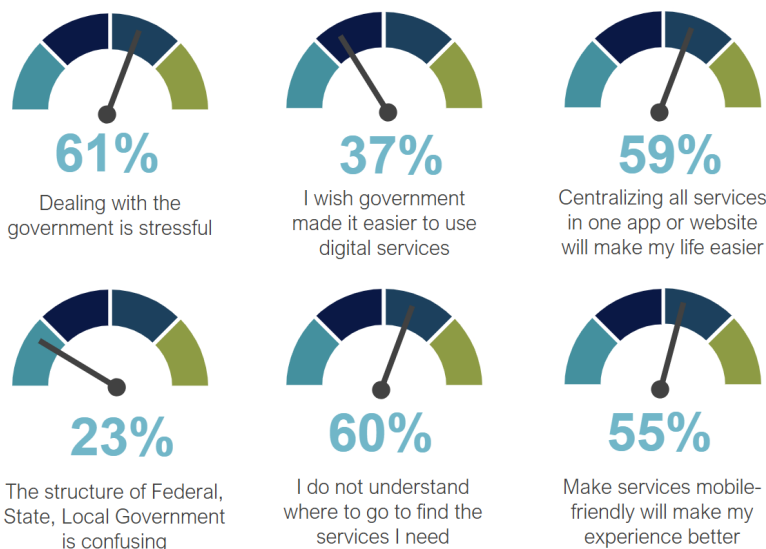
Rationale for Resident Assistant

As Nebraska's digital footprint expands, so does the demand for quick and reliable access to government services and information. The Resident Assistant AI will serve as a bridge between the state and its residents, ensuring that information is easily retrievable, comprehensible, and accessible. Government agencies frequently face high call volumes and email inquiries, leading to delays in response times and administrative inefficiencies. With the Resident Assistant, residents can receive immediate, accurate answers to their questions, alleviating pressure on government staff and allowing agencies to allocate resources more effectively.

Moreover, the AI-powered assistant provides an equitable experience, ensuring that all residents, regardless of language proficiency or accessibility needs, can engage with government services effortlessly. By offering multilingual support and clear guidance, the Resident Assistant will significantly enhance how residents interact with Nebraska’s digital platforms, fostering greater engagement, trust, and satisfaction.

Tyler Technologies has conducted market research among Nebraska residents, gathering responses from individuals across 88 of the state’s 93 counties. Notably, 61% of respondents indicated that interacting with the government is stressful, while 60% reported uncertainty about where to go to access the services they need. Additional insights from the market research are provided below:

Citizen Engagement Market Research: Nebraska



89/93 Counties included in Research



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

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Benefit to the State of Nebraska



The implementation of the Resident Assistant AI will bring a new level of efficiency and accessibility to Nebraska's digital government initiatives. By automating responses to frequent inquiries, the state will see reduced operational costs and a lighter workload for government staff. This AI-driven solution will also improve service consistency, ensuring that residents receive accurate and uniform information, which can help reduce errors and misinterpretations of state policies.

Additionally, the Resident Assistant will provide data-driven insights that can inform policy decisions and enhance service delivery. By analyzing common user inquiries, the state can identify emerging trends and adjust resources accordingly to meet residents' evolving needs. This proactive approach to digital governance will position Nebraska as a leader in technological innovation within the public sector, reinforcing its commitment to a transparent and citizen-centric government.

Benefits to Residents of Nebraska

For residents, the implementation of the Resident Assistant AI will dramatically improve their experience when engaging with state services. Instead of sifting through lengthy documents or waiting in phone queues, they will have instant access to clear, concise information. This increased efficiency will reduce frustration and enhance user satisfaction with government services.

The assistant's ability to communicate in multiple languages will ensure that Nebraska's diverse communities can interact with state resources in their preferred language, reducing barriers to access. Additionally, the Resident Assistant's step-by-step guidance on applications, licensing, and other regulatory processes will make government services more approachable and easier to navigate. This enhancement in accessibility will empower residents, fostering a stronger connection between the government and the people it serves.

Scope

The proposed Resident Assistant AI will be integrated into the State's primary website, ([Nebraska.gov](https://nebraska.gov)) and will be made available to any agency who chooses to have it included on their respective agency homepage. The Resident Assistant will retrieve and provide information from any State-managed website within Nebraska.gov, regardless of the site's affiliation with Tyler Technologies.



Investment

Item	Cost
Licensing Fee	\$125,000/annually
Implementation Cost	\$40,000 (one-time fee)
Optional Features	
Voice Assistant	\$12,500/annually
Agency Specific Instance	\$18,750/annually
System Integration	Based on Size and Application



Project Priority Report - In Progress

	Partner Name	Primary	Project Status	Start Date (Actual)	Est. Month of Completion	Priority Status
1	Administrative Office of the Courts	AOC Judge Portal Confidential Document Sharing	In Progress	02/20/25	Apr-25	Tier 3
2	Administrative Office of the Courts	AOC Appellate EFILE Add Confidential Documents Tab	In Progress	01/20/25	Mar-25*	Tier 2
3	Administrative Office of the Courts	AOC eFiling RTV validation	In Progress	10/17/24	Mar-25*	Tier 3
4	Administrative Office of the Courts	AOC Non-Case Probable Cause eFiling Enhancement	In Progress	11/05/24	Mar-25*	Tier 3
5	Attorney General's Office	AGO Law Enforcement Support Microsite	In Progress	08/12/24	Feb-25*	Tier 3
6	Attorney General's Office	AGO - Data Breach Submission and Display Portal	In Progress	07/26/24	Feb-25*	Tier 3
7	Department of Motor Vehicles	DMV OTC Payment Device Change Request	In Progress	07/16/24	Feb-25*	Tier 2
8	Department of Motor Vehicles	DMV Motor Carrier CCP Integration	In Progress	06/03/24	May-25	Tier 1
9	Department of Motor Vehicles	DMV Student Driver Safety Waiver / Certificates of Completion Modernization Enhancement	In Progress	02/06/24	Feb-25*	Tier 3
10	Department of Motor Vehicles	DMV Handicap Permits Modernization Enhancements	In Progress	01/31/24	Feb-25*	Tier 3
11	Department of Motor Vehicles	DMV SR22/26 Modernization Enhancement	In Progress	12/23/24	Jul-25	Tier 3
12	Gresham Village	Gresham Village PayPort	In Progress	01/15/25	Feb-25*	Tier 3
13	Juniata Village	Juniata Village PayPort	In Progress	02/03/25	Feb-25	Tier 3
14	Lincoln County Clerk 15	Lincoln County Clerk NLCC Renewal Local Set Up	In Progress	02/19/25	Feb-25	Tier 3
15	Nebraska Department of Agriculture	NDA Measuring Device Registration System Modernization	In Progress	04/01/24	Mar-25*	Tier 3
16	Nebraska Department of Agriculture	NDA Cottage Food Enhancement	In Progress	02/05/25	Feb-25*	Tier 3
17	Nebraska Department of Agriculture	NDA Website Migration	In Progress	09/21/24	Feb-25*	Tier 3
18	Nebraska Department of Agriculture	NDA Commodity Reporting Bulk Email Enhancement	In Progress	10/24/24	Feb-25*	Tier 2
19	Nebraska Department of Agriculture	NDA Farmers Market Modernization Enhancement	In Progress	04/29/24	Mar-25*	Tier 3
20	Nebraska Department of Revenue	NDR Tax Payment Plan Modernization Enhancements	In Progress	10/01/24	Jun-25	Tier 2
21	Nebraska Library Commission	Nebraska Library Commission Event Registration (EB)	In Progress	10/31/24	Feb-25*	Tier 3
22	Nebraska State Patrol	NSP Concealed Handgun Permit Modernization	In Progress	12/16/24	Jul-25	Tier 3
23	Nebraska State Patrol	NSP MCDV Bipartisan Safer Communities Act (BSCA)	In Progress	11/14/24	Mar-25*	Tier 1
24	Public Service Commission	PSC Remittance Modernization Enhancements	In Progress	08/01/24	Mar-25*	Tier 3
25	State Fire Marshal	SFM Fireworks Permit Suite Modernization Enhancements	In Progress	09/11/24	Mar-25*	Tier 3
26	Workers Compensation Court	WCC EFile Modernization Enhancements	In Progress	12/18/24	Jul-25	Tier 2

Project Priority Report - Completed Projects

	Partner Name	Project Name	Start Date (Actual)	Est. Month of Completion	Priority Status	End Date (Launched)
1	Administrative Office of the Courts	AOC Judge Portal Web Service Change	08/13/24	Sep-24*	Tier 3	09/10/24
2	Administrative Office of the Courts	AOC CDT Portal Enhancement	08/13/24	Dec-24*	Tier 3	12/03/24
3	Administrative Office of the Courts	AOC Online Payments Maximum Limit	07/17/24	Sep-24	Tier 3	09/17/24
4	Attorney General's Office	AGO LB1074 Data Privacy Changes	12/20/24	Jan-25	Tier 2	01/01/25
5	Bellevue City	Bellevue City Permits and Inspections CCP Only	11/12/24	Feb-25*	Tier 2	02/13/25
6	Cedar County Clerk 13	Cedar County Clerk NLCC Renewal Local Set Up	08/19/24	Aug-24	Tier 3	08/29/24
7	Clay Center City	Clay Center City NLCC Renewal Local Set Up	08/26/24	Nov-24*	Tier 3	11/19/24
8	Colon Village	Colon Village NLCC Renewal Local Set Up	08/23/24	Oct-24	Tier 3	10/02/24
9	Custer County Clerk's Office	Custer County Clerk NLCC Renewal Local Set Up	01/15/25	Jan-25	Tier 3	01/22/25
10	David City	David City NLCC Renewal Local Set Up	08/23/24	Oct-24	Tier 3	10/07/24
11	Department of Health & Human Services	DHHS - Practitioner List Bed Count Change Request	11/04/24	Feb-25*	Tier 3	02/13/25
12	Department of Health & Human Services	DHHS License Search File Changes	07/01/24	Feb-25*	Tier 1	02/24/25
13	Department of Insurance	DOI - Provide Date for Certificate Form Update	01/08/25	Jan-25	Tier 3	01/08/25
14	Department of Motor Vehicles	DMV - Data Forms Remove No Labels Nebraska Political Party	12/11/24	Dec-24	Tier 2	12/16/24
15	Department of Motor Vehicles	DMV - DLS Remove No Labels Nebraska Political Party	12/11/24	Dec-24	Tier 2	12/19/24
16	Department of Motor Vehicles	DMV Driver Record PayPort	11/12/24	Dec-24	Tier 3	12/05/24
17	Department of Motor Vehicles	DMV Specialty Plate Portal Fee Change	08/30/24	Oct-24	Tier 3	09/30/24
18	Duncan Village	Duncan Village NLCC Renewal Local Set Up	01/15/25	Feb-25*	Tier 3	02/10/25
19	Elm Creek Village	Elm Creek Village NLCC Renewal Local Set Up	10/29/24	Dec-24*	Tier 3	12/27/24
20	Governor	Write the Governor EB Rewrite (EB)	10/02/24	Jan-25*	Tier 3	01/01/25
21	Harvard City	Harvard City NLCC Renewal Local Set Up	11/06/24	Nov-24	Tier 3	11/14/24
22	Hooper City	Hooper City NLCC Renewal Local Set Up	08/26/24	Oct-24	Tier 3	10/07/24
23	Hoskins Village	Hoskins Village NLCC Renewal Local Set Up	08/27/24	Sep-24	Tier 3	09/10/24
24	Imperial City	Imperial City NLCC Renewal Local Set Up	09/23/24	Nov-24	Tier 3	11/04/24
25	Lexington City	Lexington City PayPort	08/21/24	Sep-24	Tier 3	09/19/24
26	Malcolm Village	Malcolm Village NLCC Renewal Local Set Up	10/30/24	Dec-24*	Tier 3	12/05/24
27	Minatare City	Minatare City PayPort	10/29/24	Nov-24	Tier 3	11/26/24
28	Motor Vehicles Industry Licensing Board	MVILB ^EB Form submittal / payment site	11/16/23	Jan-25*	Tier 3	01/21/25
29	Nebraska Board of Examiners for Land Surveyors	NBELS - Land Surveyors Renewal Enhancements (EB)	10/07/24	Nov-24	Tier 1	10/31/24
30	Nebraska Brand Committee	NBC - Inspection Rate Change Enhancement	08/15/24	Sep-24	Tier 3	09/30/24
31	Nebraska Department of Agriculture	NDA Change penalty date on food renewal application	08/27/24	Aug-24	Tier 3	08/29/24
32	Nebraska Department of Agriculture	NDA Dog and Cat Breeder Annual Fee Application - Fall Application	07/29/24	Sep-24	Tier 2	09/12/24
33	Nebraska Department of Agriculture	NDA Dog and Cat Breeder Annual Fee Application - Spring Application	11/08/24	Feb-25	Tier 2	02/03/25
34	Nebraska Department of Agriculture	NDA Pesticide Reciprocal Verification Form	06/20/24	Oct-24	Tier 2	10/07/24

	Partner Name	Project Name	Start Date (Actual)	Est. Month of Completion	Priority Status	End Date (Launched)
35	Nebraska Department of Banking & Finance	NDBF- Securities Microsite	12/02/24	Feb-25*	Tier 3	02/06/25
36	Nebraska Department of Environment & Energy PayPort	Nebraska Department of Environment & Energy PayPort	12/03/24	Jan-25*	Tier 3	01/15/25
37	Nebraska Department of Environment and Energy	Nebraska Department of Environment & Energy Website Build	11/20/23	Dec-24*	Tier 3	12/02/24
38	Nebraska Department of Revenue	NDR Tax Payment Plan Rate Increase	12/03/24	Dec-24	Tier 2	12/17/24
39	Nebraska Racing Commission	Racing and Gaming Commission Website	03/27/24	Jan-25*	Tier 2	01/31/25
40	Nebraska State Patrol	NSP - Appointment Calendar Elavon Auth Rule Change	09/12/24	Jan-25*	Tier 1	01/13/25
41	Nebraska Tourism Commission	Nebraska Tourism Commission Event Registration (EB)	09/30/24	Nov-24	Tier 3	11/05/24
42	Ord City	Ord City NLCC Renewal Local Set Up	02/13/25	Feb-25	Tier 3	02/24/25
43	Peru City	Peru City NLCC Renewal Local Set Up	08/19/24	Sep-24*	Tier 3	09/11/24
44	Plainview City	Plainview City PayPort	01/16/25	Feb-25	Tier 3	02/05/25
45	Pleasanton Village	Pleasanton Village NLCC Renewal Local Set Up	09/25/24	Oct-24	Tier 3	10/15/24
46	Red Willow County Health Department	Red Willow County Health Department PayPort	09/17/24	Oct-24	Tier 3	10/03/24
47	Rushville City	Rushville City NLCC Renewal Local Set Up	09/23/24	Nov-24*	Tier 3	11/26/24
48	Secretary of State	SOS - Voter Registration Remove No Labels Political Party	12/13/24	Dec-24	Tier 1	12/16/24
49	Shelby Village	Shelby Village NLCC Renewal Local Set Up	08/26/24	Oct-24	Tier 3	10/15/24
50	Sterling Village	Sterling Village Utility Payments (EB)	09/18/24	Jan-25*	Tier 3	01/09/25
51	Tilden City	Tilden City NLCC Renewal Local Set Up	10/09/24	Oct-24	Tier 3	10/10/24
52	Tobias Village	Tobias Village NLCC Renewal Local Set Up	09/23/24	Oct-24	Tier 3	10/15/24
53	Veterans' Affairs	NDVA - Form Change	11/04/24	Dec-24*	Tier 2	12/09/24
54	Washington County Clerk 29	Washington County Clerk NLCC Renewal Local Set Up	08/07/24	Aug-24	Tier 3	08/29/24
55	Wausa Village	Wausa Village NLCC Renewal Local Set Up	08/15/24	Sep-24*	Tier 3	09/11/24
56	Waverly City	Waverly City NLCC Renewal Local Set Up	11/25/24	Dec-24	Tier 3	12/30/24

General Manager's Report

October 1st - December 31st
Quarter 4 2024

Executive Summary

As we step into 2025, we take pride in reflecting on the remarkable achievements of 2024. The team at Tyler Nebraska delivered one of the most productive years in the portal's history. As we advanced our new technology direction, our teams made significant strides in modernizing many of the state's legacy services. This included replacing outdated applications built on Grails, transitioning websites from Drupal 7 to Drupal 10, and migrating services off of the recently decommissioned AppEngine platform. These efforts have resulted in more modern, efficient, and reliable software solutions for our state partners.

Key Achievements:

Advancements in the Tyler Application Platform (AP) Migration: Progress on the Tyler AP migration remained a top priority in Q4, with additional applications successfully transitioned. Focused enhancements continued to improve usability, security, and performance, ensuring a smooth experience for both end-users and our agency partners. Several applications completed partner testing and were deployed, while others entered the final stages of validation with agency teams, emphasizing a seamless transition with minimal disruption.

Drupal 10 Upgrade Completion: Following the successful Pantheon migration earlier in the year, the upgrade from Drupal 7 to Drupal 10 was nearly completed in Q4. This milestone marks a significant step in our modernization efforts, enhancing system security, performance, and long-term stability. Two remaining websites are set to be completed after the first of the year.

New Projects and Enhancements: Our commitment to continuous improvement remained strong throughout Q4, with multiple new projects, site enhancements, and website launches. The latest updates, detailed in the Project Priority Report, showcase a diverse range of improvements designed to meet the evolving needs of our agency partners and further strengthen digital government services.

Financial Performance:

In 2024, the Nebraska State Records Board (NSRB) received 20% of gross transaction fees from the executive branch, with its revenue share increasing by 3.7% compared to FY 2023. The state realized a significant cost avoidance of \$9,817,478 by leveraging the portal, an 8.2% increase from the prior year. Merchant and payment processing continued to expand, growing by 11.2% (\$346,796), with Tyler Nebraska covering all merchant and banking costs for board-approved transactions. Despite modest revenue growth, a substantial rise in expenses led to a 30.1% decline in Tyler Nebraska's net profit for FY 2024.

Looking Ahead:

Tyler Nebraska is making great strides in completing its modernization initiatives according to plan. As we wrap up Quarter 1 of 2025 and look ahead to Quarter 2, we're beginning to see real progress take shape. Through close collaboration with agencies, we've worked to establish a more effective portfolio management practice. This effort has already generated numerous opportunities for both the NDA and DMV, and our goal is to build a more proactive approach to meeting agencies' ongoing needs.

One of the most exciting areas of innovation lies in Robotic Process Automation (RPA) and AI-driven solutions. By leveraging these advanced technologies, we're identifying ways to streamline both internal workflows and public-facing processes. The DMV, for instance, is focusing on achieving more with fewer resources by standardizing modern approaches to tackling complex tasks. This not only makes the DMV more efficient but also opens the door to additional opportunities that can deliver significant value to citizens, businesses, and government agencies alike.

Tanner Hughes

General Manager | Tyler Nebraska

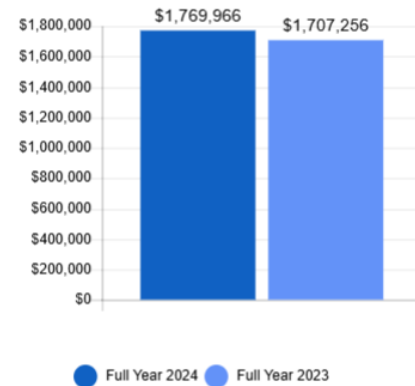
Financials

Full Year 2024 Financial Metrics

Primary	Q4 2024	PY Q4	Q4% Variance	Full Year 2024	Full Year 2023	FY Variance (%)
NI Revenue	\$3,139,297	\$2,919,387	7.5%	\$12,794,211	\$12,459,716	2.7%
20% NSRB Margin Share	\$426,032	\$388,641	9.6%	\$1,769,966	\$1,707,256	3.7%
Gross Margin	\$2,713,265	\$2,530,746	7.2%	\$11,024,245	\$10,752,460	2.5%
Merchant and Payment Processing	\$823,566	\$741,823	11%	\$3,434,346	\$3,087,549	11.2%
General and Administrative Costs	\$57,075	\$27,959	104.1%	\$225,393	\$104,300	116.1%
IT and Development	\$854,562	\$878,568	-2.7%	\$3,544,228	\$3,466,252	2.2%
Compliance	\$2,074	\$2,683	-22.7%	\$18,220	\$16,792	8.5%
Marketing and Advertising	\$10,800	\$36,246	-70.2%	\$42,300	\$141,539	-70.1%
Operating expenses	\$632,211	\$566,104	11.7%	\$2,552,992	\$2,257,935	13.1%
Total Expenses	\$2,380,288	\$2,253,383	5.6%	\$9,817,478	\$9,074,367	8.2%
Operating Income	\$332,977	\$277,363	20.1%	\$1,206,767	\$1,678,093	-28.1%
Total Income Tax Expense (Benefit)	\$89,326	\$40,844	118.7%	\$330,272	\$424,711	-22.2%
Net After-Tax Income (Loss)	\$243,651	\$236,519	3%	\$876,495	\$1,253,382	-30.1%

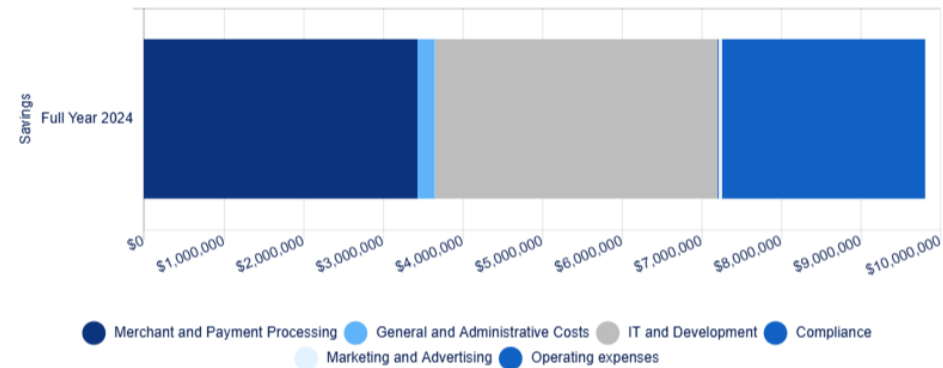
Financials

Cash Back to the State Records Board Fund



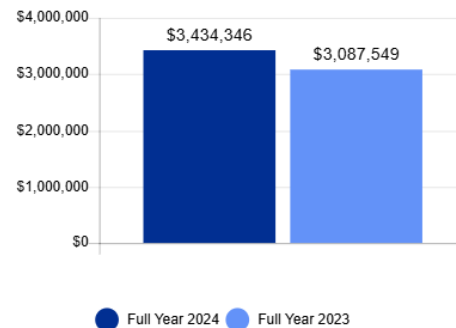
The NSRB receives 20% of the gross transaction fees for the executive branch of government. In Full Year (FY) 2024, NSRB's revenue share increased 3.7% compared to FY 2023.

State Cost Avoidance



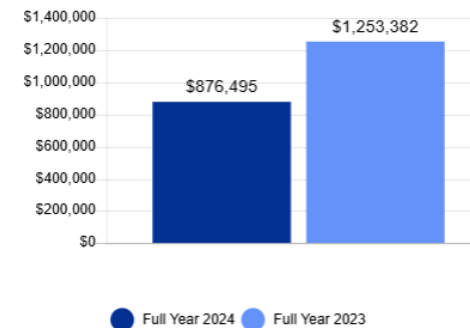
The state avoids the costs of several different portal operations. The total state cost avoidance for these areas was \$9,817,478 in FY 2024. These various costs increased 8.2% in FY 2024 compared to the same period in 2023. Merchant and Payment Processing continued to grow with a 11.2% (\$346,796) increase in 2024.

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 11.2% in FY 2024 compared to FY 2023.

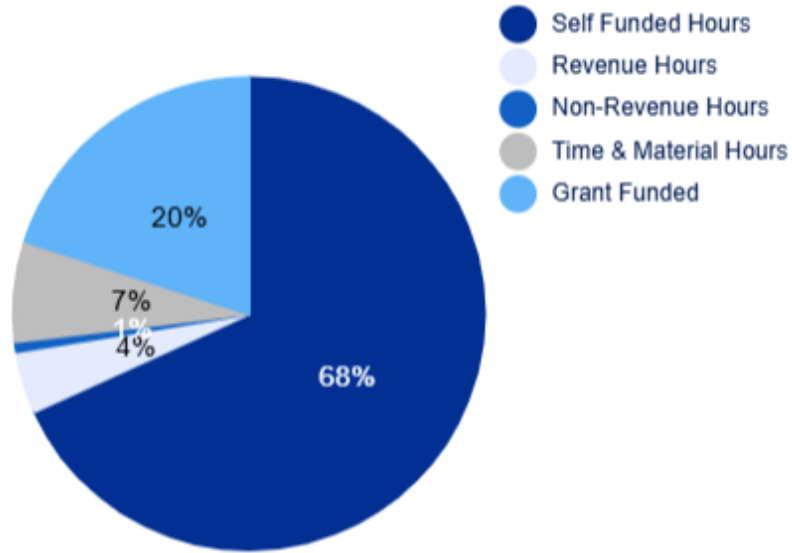
Tyler NE Net Profit



Tyler Nebraska's net profit decreased by 30.1% in FY 2024 compared to FY 2023. Modest revenue growth and a significant increase in expenses, led to the net profit decrease in 2024.

Time and Hours Review

Full Year 2024 Time Spent by Project Funding



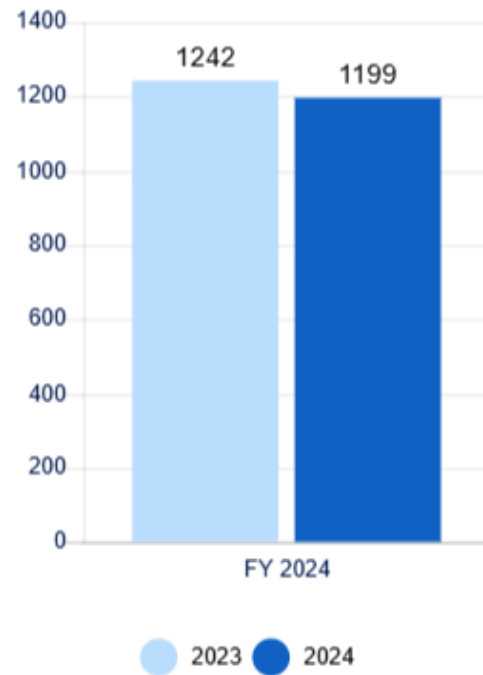
Self-funded and **non-revenue** hours are subsidized through transactions approved by the NSRB. **Time and materials** are paid for and included in an SOW agreement with the partner by hourly development rates (such as websites). **Revenue** hours are billed for services such as content management requests.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

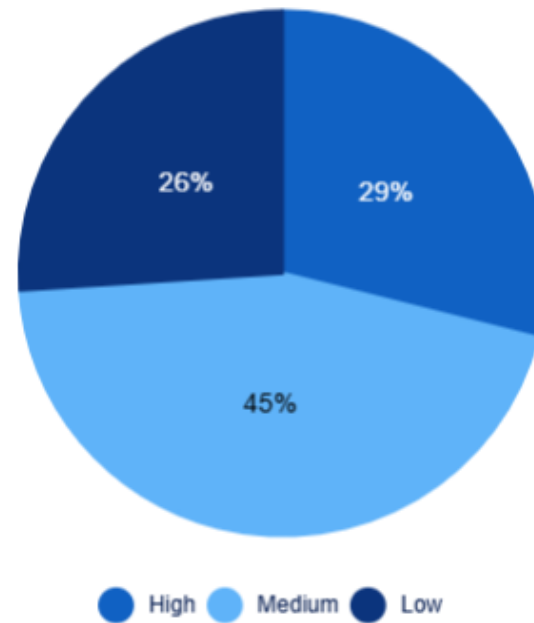
Hours allocated for modernization upgrades are allocated as "self-funded" hours. Through Q3 2024, 88% of all hours came at no direct cost to the State.

Technical

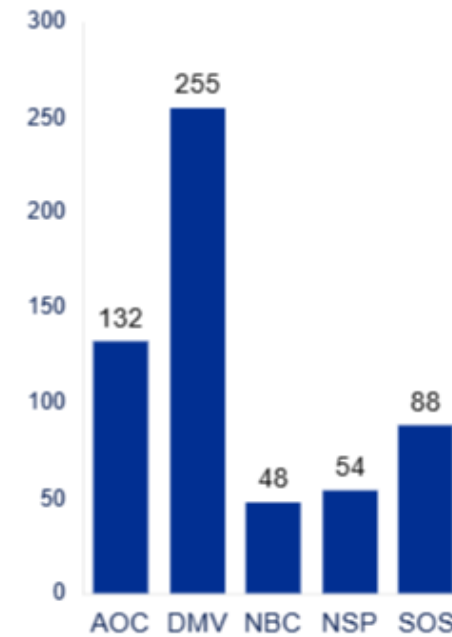
Full Year Total Support Tickets



Full Year Support Tickets by Severity



Full Year Tickets by Major Agency



Full Year Uptime Report

Uptime (%)

FY 2024

99.98%

Downtime Reports

FY 2024

11

Downtime (mins)

FY 2024

93

Response time (ms)

FY 2024

197

Security

Security Summary

How AI, Security, Inclusion Redefined Government in 2024

In 2024, state and local governments navigated a rapidly evolving technology landscape that placed artificial intelligence, cybersecurity resilience, digital equity, accessibility and user experience at the top of their agendas. These pressing issues fueled a surge in AI-focused legislation, prompted tighter security measures following high-profile disruptions, advanced broadband initiatives and inclusive design mandates, and inspired ever more user-centric digital services.

AI's Growing Role and Regulation: State and local governments moved quickly to embrace artificial intelligence in 2024, going beyond pilot projects into everyday operations. Lawmakers introduced hundreds of AI-related bills, and agencies formed task forces, appointed executive-level AI leaders and joined coalitions to develop policies and governance. Yet, most jurisdictions still lack fully mature frameworks, leaving them to catch up as employees and constituents turn to AI tools.

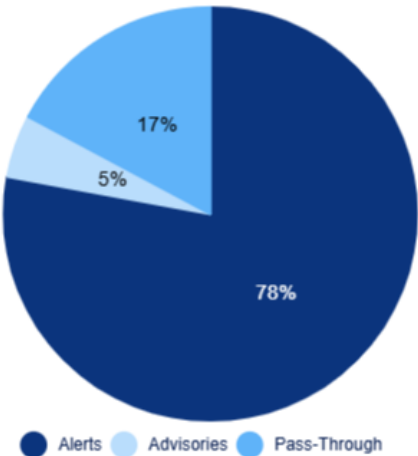
Cybersecurity Threats and Responses: Cyber incidents underscored the critical need for stronger security measures. From faulty software updates at cybersecurity vendors to attacks on infrastructure players like health-care clearinghouses, governments grappled with complex challenges. The state and local cybersecurity grant program spurred greater adoption of .gov domains and fostered closer ties among jurisdictions, though concerns remain about long-term funding and political will.

Digital Equity and Broadband Expansion: With robust federal funding, states crafted digital equity plans, securing grants and advancing broadband projects to close connectivity gaps. The Broadband Equity, Access and Deployment (BEAD) program fueled progress, and states focused on making websites, services and tools more accessible, aiming for inclusivity to meet Americans with Disabilities Act standards and serve diverse populations.

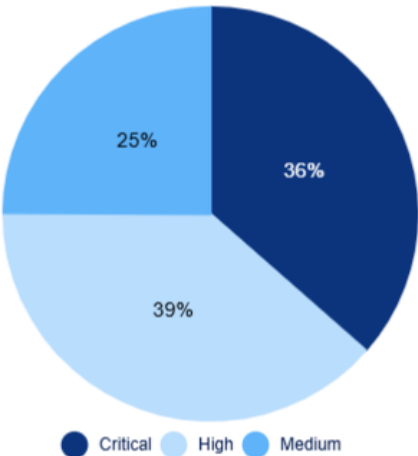
Accessibility and Inclusion: Government leaders turned their attention to ensuring digital content meets accessibility guidelines. States appointed chief accessibility officers, implemented training and adopted assistive technologies. The moves aim to serve people with disabilities more effectively while also providing intuitive interfaces that benefit all users.

Source: <https://www.govtech.com/podcasts/how-ai-security-inclusion-redefined-government-in-2024>

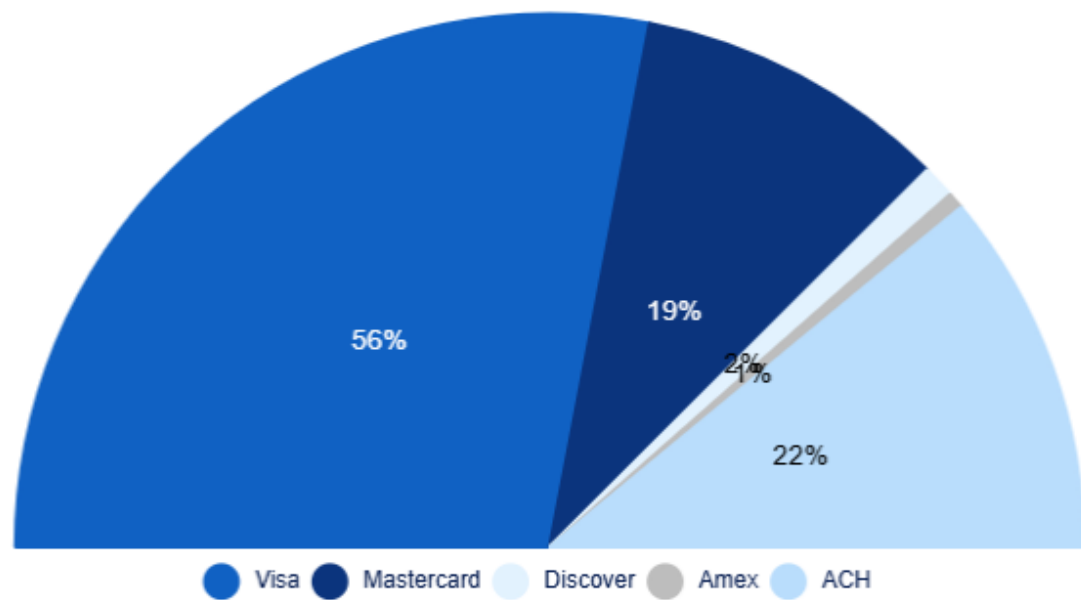
Full Year Security Alerts (Type)



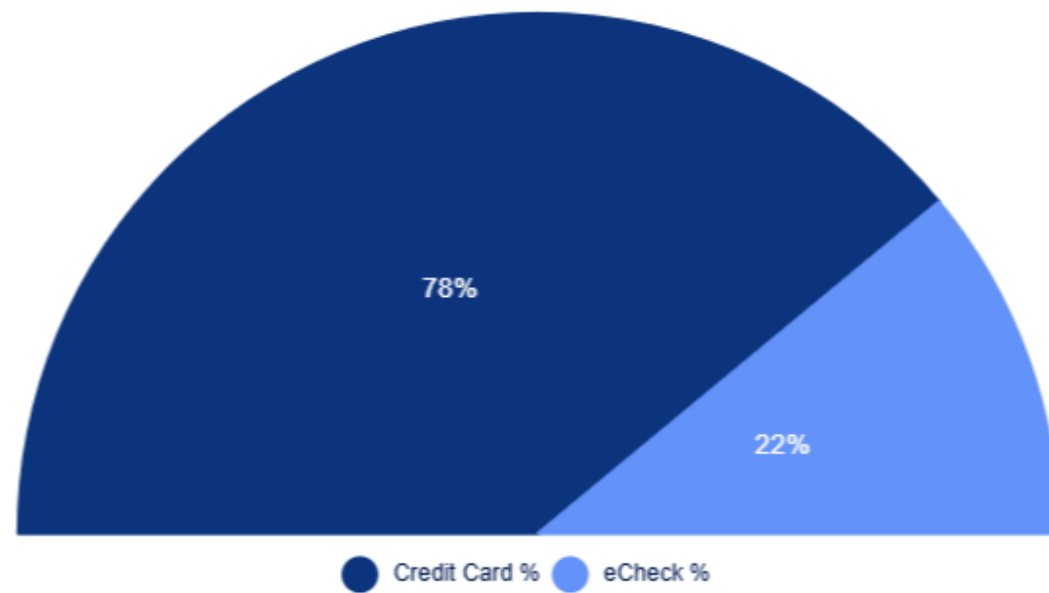
Full Year Security Notifications (Severity)



Full Year Card Transaction Totals by Type



Full Year Transaction Volume by Payment Category



Customer Satisfaction Ratings

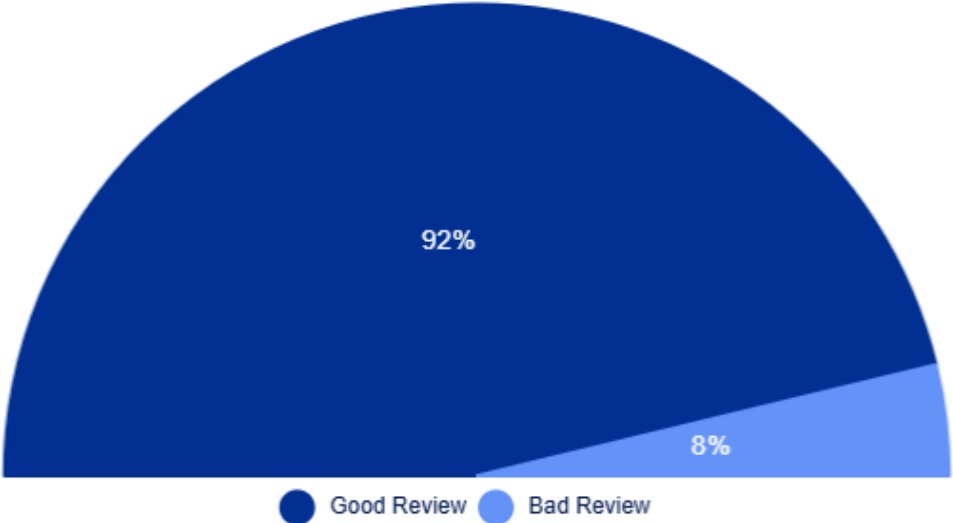
Good vs Bad Satisfaction Review Q4

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 Q4 of 2024, Tyler Nebraska processed 555 support tickets, achieving an overall satisfaction score of 92.4%. This rating reflects our commitment to providing excellent customer service and addressing user needs effectively.



Personnel Report

Tyler Nebraska Staff Totals

Total Filled Positions: 23

Open Positions: 1

Departures in 4th QTR: 1

**Updated on 12/31/2024*

In Q4 2024, Tyler Nebraska saw a leadership transition with the departure of our Director of Technology, Chad Cornelius. Chad relocated to his home state of Colorado to assume the same role for Tyler Technologies' portal operations there. Tyler Nebraska is actively interviewing highly qualified candidates for the Director of Development position.

All Users

Add comparison

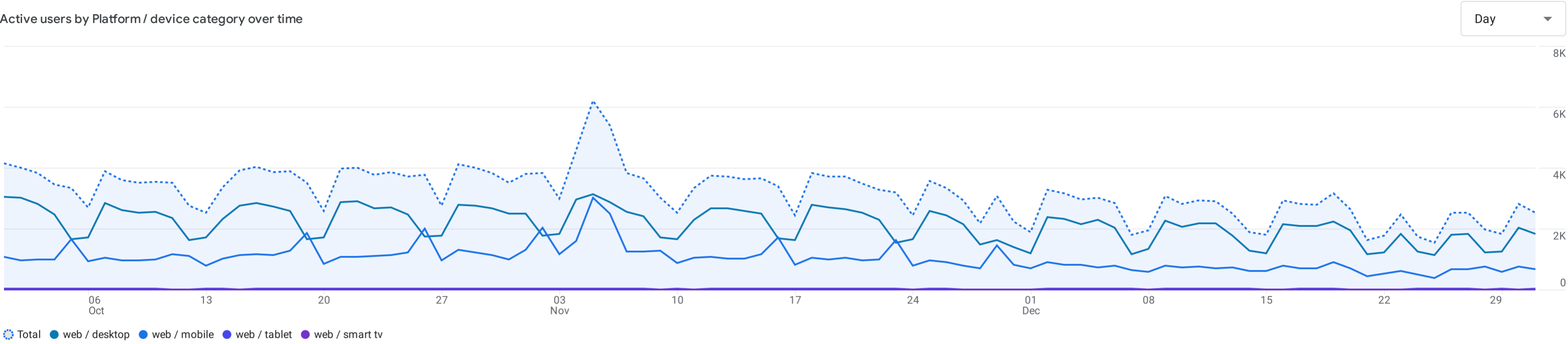
Custom

Oct 1 - Dec 31, 2024

Tech details: Platform / device category

Add filter

Active users by Platform / device category over time



Plot rows

Search...

Rows per page: 10

1-4 of 4

	Platform / device category	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
		All events	All events	All events	All events	All events	All events	All events	All events	All events
<input checked="" type="checkbox"/>	Total	263,639 100% of total	255,682 100% of total	118,125 100% of total	32.31% Avg 0%	0.45 Avg 0%	19s Avg 0%	1,408,682 100% of total	0.00	\$0.00
<input checked="" type="checkbox"/>	1 web / desktop	176,685	168,739	71,684	30.77%	0.41	20s	937,629	0.00	\$0.00
<input checked="" type="checkbox"/>	2 web / mobile	85,904	85,638	41,513	33.19%	0.48	16s	462,192	0.00	\$0.00
<input checked="" type="checkbox"/>	3 web / tablet	1,390	1,297	1,070	54.45%	0.77	39s	8,824	0.00	\$0.00
<input checked="" type="checkbox"/>	4 web / smart tv	9	8	3	33.33%	0.33	15s	37	0.00	\$0.00

**Payment Statement
November 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: October 1st - October 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	Net Gross Share	NSRB Share (20%)	Net Share (80%)
DMV- DLR - Batch	8,934	\$7.50	\$67,005.00	\$58,071.00	\$8,934.00	\$1,786.80	\$7,147.20
DMV- DLR - Monitoring Fee	729,318	\$0.06	\$43,759.08	\$29,172.72	\$14,586.36	\$2,917.27	\$11,669.09
DMV- DLR - Interactive	68,950	\$7.50	\$517,125.00	\$448,175.00	\$68,950.00	\$13,790.00	\$55,160.00
DMV- DLR - Certified	9	\$7.50	\$67.50	\$58.50	\$9.00	\$1.80	\$7.20
DMV- DLR - Certified Transcript	67	\$8.50	\$569.50	\$502.50	\$67.00	\$13.40	\$53.60
DMV-SRIND	487	\$0.50	\$243.50	\$0.00	\$243.50	\$48.70	\$194.80
DMV-SRBULK	4,886	\$0.15	\$732.90	\$0.00	\$732.90	\$146.58	\$586.32
DMVSRMONTH	5	\$0.15	\$1,000.00	\$0.00	\$1,000.00	\$200.00	\$800.00
DMV - DLR Single	1,866	\$7.50	\$13,936.00	\$12,129.00	\$1,807.00	\$361.40	\$1,445.60
DMV - Driver License Renew	14,336	Variable	\$375,714.75	\$356,658.00	\$19,056.75	\$3,811.35	\$15,245.40
DMVOTC	12,222	Variable	\$315,014.50	\$298,287.00	\$16,727.50	\$3,345.50	\$13,382.00
DMVOTC_CASH	19,204	Variable	\$463,910.00	\$463,910.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	24,202	\$1.00	\$24,202.00	\$9,680.80	\$14,521.20	\$2,904.24	\$11,616.96
DMV- TLR - batch	14,658	\$1.00	\$14,658.00	\$5,863.20	\$8,794.80	\$1,758.96	\$7,035.84
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	10	\$18.00	\$180.00	\$100.00	\$80.00	\$16.00	\$64.00
DMV - Reinstatement	1,829	\$3.00	\$140,374.00	\$134,875.00	\$5,499.00	\$1,099.80	\$4,399.20
DMV - IRP	551	Variable	\$3,129,723.61	\$3,124,021.67	\$5,701.94	\$1,140.39	\$4,561.55
DMV - IFTA	1,643	Variable	\$684,670.46	\$680,276.62	\$4,393.84	\$878.77	\$3,515.07
DMVSPATE	406	Variable	\$5,900.00	\$5,225.00	\$675.00	\$135.00	\$540.00
DMVSPATEMESS	803	Variable	\$39,733.50	\$38,430.00	\$1,303.50	\$260.70	\$1,042.80
DMV - SingleTripPermit	687	Variable	\$28,177.00	\$25,885.00	\$2,292.00	\$458.40	\$1,833.60
DMV - Motor Vehicle Renewals	42,725	Variable	\$10,603,981.90	\$10,359,560.45	\$244,421.45	\$48,884.29	\$195,537.16
DMV_Fleets	61	Variable	\$108,819.63	\$107,770.44	\$1,049.19	\$209.84	\$839.35
DMV_DAS	1,020	Variable	\$89,564.00	\$73,076.00	\$16,488.00	\$3,297.60	\$13,190.40
HHSS - Health Practitioner Lists	106	Variable	\$8,540.00	\$0.00	\$8,540.00	\$1,708.00	\$6,832.00
HHSS - Health Practitioner Lists Bulk	3	Variable	\$2,510.00	\$0.00	\$2,510.00	\$502.00	\$2,008.00
HHSS - Health License Monitoring	148,644	Variable	\$1,486.44	\$0.00	\$1,486.44	\$297.29	\$1,189.15
HHSS - Health License Monitoring Mo. Min.	10	Variable	\$139.92	\$0.00	\$139.92	\$27.98	\$111.94
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	681	Variable	\$611,755.69	\$603,081.76	\$8,673.93	\$1,734.79	\$6,939.14
LOCLCCNEW		Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC-CCP	2,668	Variable	\$3,114,350.58	\$3,106,546.42	\$7,804.16	\$1,560.83	\$6,243.33
LCC_SDL		Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrical Permits	873	4% of Fee	\$93,952.17	\$90,368.00	\$3,584.17	\$716.83	\$2,867.34
SED - Electrician Permit (Renewal)	1,945	2% of Fee	\$202,185.00	\$196,350.00	\$5,835.00	\$1,167.00	\$4,668.00
SED - Electrician Apprentice License	155	3.00	\$5,565.00	\$5,100.00	\$465.00	\$93.00	\$372.00
SED - License List	1	Variable	\$15.00	\$10.00	\$5.00	\$1.00	\$4.00
SEDEXAM3 - Exam Application (\$3 fee)	109	3.00	\$6,867.00	\$6,540.00	\$327.00	\$65.40	\$261.60
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	\$0.00	\$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	3,205	\$2/vari	\$218,869.60	\$211,210.00	\$7,659.60	\$1,531.92	\$6,127.68
SOS - Corp filings (Foreign/Domestic Corporati	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	1,865	Variable	\$8,609.90	\$4,312.36	\$4,297.54	\$859.51	\$3,438.03
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)	35	Variable	\$690.00	\$345.00	\$345.00	\$69.00	\$276.00
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	533	\$6.50	\$3,464.50	\$1,332.50	\$2,132.00	\$426.40	\$1,705.60
SOS - Corpcogs	2	\$10.00	\$20.00	\$20.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	4,449	\$0.45	\$2,002.05	\$1,423.68	\$578.37	\$115.67	\$462.70
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - UCC Weekly Batch Service	20	\$300.00	\$6,000.00	\$3,000.00	\$3,000.00	\$600.00	\$2,400.00
SOS - UCC Interactive Searches	6,039	\$4.50	\$27,175.50	\$21,136.50	\$6,039.00	\$1,207.80	\$4,831.20
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	73	Variable	\$146.00	\$73.00	\$73.00	\$14.60	\$58.40
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	20	\$15.00	\$300.00	\$150.00	\$150.00	\$30.00	\$120.00
SOS - UCC Continuationl Filings	1,436	\$11.00	\$15,796.00	\$13,642.00	\$2,154.00	\$430.80	\$1,723.20
SOS - UCC Original Filings	811	\$11.00	\$8,921.00	\$7,704.50	\$1,216.50	\$243.30	\$973.20
SOS - UCC Electronic Amendments	313	\$11.00	\$3,443.00	\$2,973.50	\$469.50	\$93.90	\$375.60
SOS - UCC Electronic Assignments	2	\$11.00	\$22.00	\$19.00	\$3.00	\$0.60	\$2.40
SOS - UCC Electronic Collateral Amendments	47	\$11.00	\$517.00	\$446.50	\$70.50	\$14.10	\$56.40
SOS - UCC Images	12,061	\$0.45	\$5,427.45	\$3,859.52	\$1,567.93	\$313.59	\$1,254.34
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	96	Variable	\$1,056.00	\$912.00	\$144.00	\$28.80	\$115.20
SOS - UCCASSIGN_BULK	9	Variable	\$99.00	\$85.50	\$13.50	\$2.70	\$10.80
SOS - UCCCOLLAMEND	23	Variable	\$253.00	\$218.50	\$34.50	\$6.90	\$27.60
SOS - UCCCONT_BULK	561	Variable	\$6,171.00	\$5,329.50	\$841.50	\$168.30	\$673.20
SOS - UCCORIG_BULK	1,264	Variable	\$13,904.00	\$12,008.00	\$1,896.00	\$379.20	\$1,516.80
SOS - EFS Interactive Searches	1,309	\$4.50	\$5,890.50	\$4,581.50	\$1,309.00	\$261.80	\$1,047.20
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	375	\$11.00	\$4,125.00	\$3,562.50	\$562.50	\$112.50	\$450.00
SOS - EFS Original Filings	153	\$11.00	\$1,683.00	\$1,453.50	\$229.50	\$45.90	\$183.60
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	32	5.00	\$960.00	\$800.00	\$160.00	\$32.00	\$128.00
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	1,305	5% of Fee	\$102,805.00	\$102,805.00	\$5,140.25	\$1,028.05	\$4,112.20
E&A - Engineers & Architects	69	5% of Fee	\$10,350.00	\$10,350.00	\$517.50	\$103.50	\$414.00
Water Well Registrations	190	7% of Fee	\$14,760.00	\$13,726.80	\$1,033.20	\$206.64	\$826.56
REV - Motor Fuels Tax Filing	671	\$0.25	\$167.75	\$0.00	\$167.75	\$33.55	\$134.20
NDOA - Applicator permits	35	Variable	\$2,890.00	\$2,789.00	\$101.00	\$20.20	\$80.80
NDOA - AGAERIAL_LICENSE	1	Variable	\$102.49	\$98.25	\$4.24	\$0.85	\$3.39
NDOA - Measuring device	86	Variable	\$21,649.33	\$21,259.66	\$389.67	\$77.93	\$311.74
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGSMALL_PACKAGE	1	Variable	\$461.21	\$448.25	\$12.96	\$2.59	\$10.37
NDOA - AG_EURO_CORN	2	Variable	\$115.30	\$109.00	\$6.30	\$1.26	\$5.04
NDOA - AG_EURO_CORN_CERT	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	6	Variable	\$426.10	\$414.53	\$11.57	\$2.31	\$9.26
NDOA - AGFIRM_REGISTRATION	8	Variable	\$127.22	\$111.00	\$16.22	\$3.24	\$12.98
NDOA - AGGFAL_Renew	1	Variable	\$15.00	\$13.25	\$1.75	\$0.35	\$1.40
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	302	Variable	\$65,027.18	\$63,548.70	\$1,478.48	\$295.70	\$1,182.78
NDOA - AGMILK_RENEW	3	Variable	\$403.74	\$394.75	\$8.99	\$1.80	\$7.19
NDOA - AGPESTKELLY	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	41	Variable	\$6,627.66	\$6,488.25	\$139.41	\$27.88	\$111.53
NDOA - AG_CervineFacility Permit	3	Variable	\$191.54	\$182.25	\$9.29	\$1.86	\$7.43
NDOA - AGASREN_GWP	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	38	Variable	\$41,969.44	\$41,899.20	\$70.24	\$14.05	\$56.19
NDOA - DOGCATBREEDANNUAL	5	Variable	\$1,406.50	\$1,360.00	\$46.50	\$9.30	\$37.20
NDOA - AGNURSERY_RENEW	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	1	Variable	\$110.69	\$106.25	\$4.44	\$0.89	\$3.55
NDOA - AGPERMIT_SELLSEEDS	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pet Feed Rendering	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTDEAL_NEW	3	Variable	\$50.62	\$46.50	\$4.12	\$0.82	\$3.30
NDOA - AGREPORTING	208	Variable	\$1,706,676.44	\$1,706,058.07	\$618.37	\$123.67	\$494.70

NDOA - Governor Ag Conference	0	\$3.00	0	0	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	2	Variable	\$22.50	\$20.00	\$2.50	\$0.50	\$2.00
SFM - Fireworks Display Permits	4	Variable	\$133.14	\$125.00	\$8.14	\$1.63	\$6.51
SFM_BOILER	76	Variable	\$10,243.00	\$10,243.00	\$228.00	\$45.60	\$182.40
SFM_ELEVATOR	159	Variable	\$28,585.00	\$28,585.00	\$477.00	\$95.40	\$381.60
SFM_ELEVATOR_CC%	108	Variable	\$21,775.00	\$21,775.00	\$653.25	\$130.65	\$522.60
OTC-Over the counter payment	23,876	Variable	\$6,119,260.75	\$6,030,510.51	\$88,750.24	\$17,750.05	\$71,000.19
OTC Billback	161	Variable	\$1,147.39	\$0.00	\$1,147.39	\$229.48	\$917.91
PropertyTax Payments	213	Variable	\$529,856.62	\$526,410.20	\$3,446.42	\$689.28	\$2,757.14
PropertyTaxOTC	18	Variable	\$32,333.07	\$32,070.29	\$262.78	\$52.56	\$210.22
NDOL - Contractor Registration	1,420	Variable	\$43,242.15	\$38,910.00	\$4,332.15	\$866.43	\$3,465.72
NDOL_OVR_PMT	214	Variable	\$44,719.40	\$44,016.46	\$702.94	\$140.59	\$562.35
NDOL_TAX_PMT	105	Variable	\$29,143.83	\$27,989.12	\$1,154.71	\$230.94	\$923.77
NEROADS - DOT_Permits	11,360	Variable	\$286,885.00	\$267,005.00	\$19,880.00	\$3,976.00	\$15,904.00
NEROADS - DOT_Hay	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_RMS	1	Variable	\$53.00	\$50.00	\$3.00	\$0.60	\$2.40
NEROADS- NDOT_Superintendent	72	Variable	\$2,380.00	\$2,380.00	\$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	39	Variable	\$24,958.37	\$24,533.21	\$425.16	\$85.03	\$340.13
NEROADS - NDOTPERMITS	14	Variable	\$254.50	\$232.52	\$21.98	\$4.40	\$17.58
State Patrol Crime Report	1,438	\$18.00	\$27,776.00	\$22,400.00	\$5,376.00	\$1,075.20	\$4,300.80
NSPCCW_Renew - NSP Conceal & Carry	609	\$4.50	\$33,190.50	\$30,450.00	\$2,740.50	\$548.10	\$2,192.40
NSPApptFee	531	\$4.50	\$23,615.97	\$22,137.00	\$1,478.97	\$295.79	\$1,183.18
State Patrol Crime Report - Subscriber	2,348	Variable	\$35,824.00	\$29,997.40	\$5,826.60	\$1,165.32	\$4,661.28
Event Registration	18	10% of Fee	\$1,085.00	\$976.50	\$108.50	\$21.70	\$86.80
Sarpy_Stop	227	Variable	\$31,220.00	\$30,461.70	\$758.30	\$151.66	\$606.64
Sarpy_tobacco_license	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medicaid & Long Term Care	28	\$1.75	\$2,578.00	\$2,578.00	\$49.00	\$9.80	\$39.20
OTC ACH Billback (Dept of Ag)	12	Variable	\$0.00	\$0.00	\$22.25	\$4.45	\$17.80
LPNNRD_Trees_Sale	6	Variable	\$767.97	\$739.06	\$28.91	\$5.78	\$23.13
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	0	Variable	0	0	\$0.00	\$0.00	\$0.00
order_form_LPNNRD	18	Variable	\$1,128.40	\$1,070.29	\$58.11	\$11.62	\$46.49
order_form_UBBNRD	0	Variable	0	0	\$0.00	\$0.00	\$0.00
Library_acct_mgmt	18	Variable	\$753.02	\$704.90	\$48.12	\$9.62	\$38.50
Utility_payment	1,538	Variable	\$288,634.30	\$281,813.52	\$6,820.78	\$1,364.16	\$5,456.62
SarpyCommunityCorrections	14	Variable	\$934.19	\$887.55	\$46.64	\$9.33	\$37.31
SARPY_VEHINSP	78	Variable	\$3,907.95	\$3,679.75	\$228.20	\$45.64	\$182.56
OTLPAYMENT	67	Variable	\$129,339.82	\$129,076.25	\$263.57	\$52.71	\$210.86
59PlanningDept	107	Variable	\$22,192.66	\$21,594.69	\$597.97	\$119.59	\$478.38
gretna_occ_tax	30	Variable	\$70,626.02	\$70,536.02	\$90.00	\$18.00	\$72.00
hastings_multi_payment	3	Variable	\$253.80	\$240.00	\$13.80	\$2.76	\$11.04
SYNTHETICSVC	0	Variable	0	0	\$0.00	\$0.00	\$0.00
PRODTESTSVC	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	0	Variable	0	0	\$0.00	\$0.00	\$0.00
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	0	Variable	0	0	\$0.00	\$0.00	\$0.00
DOI_INITIAL_REG	3	Variable	\$936.00	\$900.00	\$36.00	\$7.20	\$28.80
DOI_MISC_PAY	50	Variable	\$12,338.70	\$11,961.00	\$377.70	\$75.54	\$302.16
DOIRENEW	17	Variable	\$2,262.50	\$2,150.00	\$112.50	\$22.50	\$90.00
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	238,826	Variable	\$14,329.56	\$0.00	\$14,329.56	\$2,865.91	\$11,463.65
NBC_Inspections	574	Variable	\$80,652.92	\$80,652.92	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarn	112	Variable	\$193,294.00	\$193,294.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	193,294	Variable	\$11,597.64	\$0.00	\$11,597.64	\$2,319.53	\$9,278.11
NBC_RFLRenewal	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	90	Variable	\$36,182.40	\$36,182.40	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	37,413	Variable	\$2,244.78	\$0.00	\$2,244.78	\$448.96	\$1,795.82
NBC_BrandRene	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BOGRENEW	1	\$3.25	\$3.25	\$0.00	\$3.25	\$0.65	\$2.60
dhscentregDH	1,593	Variable	\$6,372.00	\$3,982.50	\$2,389.50	\$477.90	\$1,911.60

dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	3,860	\$1.50	\$18,398.00	\$12,620.00	\$5,778.00	\$1,155.60	\$4,622.40
dhhscentregDHL	8,998	\$1.50	\$44,990.00	\$31,493.00	\$13,497.00	\$2,699.40	\$10,797.60
REVENUE_FEE	6,119	\$1.75	\$10,809.75	\$0.00	\$10,809.75	\$2,161.95	\$8,647.80
MVILB_Renewal	525	Variable	\$169,419.00	\$164,640.00	\$4,779.00	\$955.80	\$3,823.20
ABE Renewal		Variable	0	0	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,678,256.00		31,501,861.41	30,766,438.11	742,510.55	148,502.10	594,008.45

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	158,474	\$1.00	\$158,474.00	79,237.00	\$79,237.00	\$79,237.00
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	1,707	\$15.00	\$25,605.00	\$12,802.50	\$12,802.50	\$12,802.50
Court E-Filing	22,143	\$1.00	\$22,143.00	\$0.00	\$22,143.00	\$22,143.00
COURTRECORDERF	7	\$1,000.00	\$10,500.00	\$5,250.00	\$5,250.00	\$5,250.00
COURTRECORDERU	1	\$1,500.00	\$1,000.00	\$500.00	\$500.00	\$500.00
COURTAPELFILE	416	\$2.00	\$832.00	\$0.00	\$832.00	\$832.00
AOC CERTGS	69	Variable	\$540.45	\$410.00	\$130.45	\$130.45
AOC CERTGS Billback CC%	37	Variable	\$925.00	\$925.00	\$23.03	\$23.03
COURTAPPTFILE	6	variable	\$700.00	\$0.00	\$700.00	\$700.00
Courtjudge	135	\$50.00	\$6,750.00	\$0.00	\$6,750.00	\$6,750.00
Court Citations	6,738	Variable	\$940,058.85	\$920,617.05	\$19,441.80	\$19,441.80
AOC_Cert_Authority	47	Variable	\$1,175.00	\$1,092.75	\$82.25	\$82.25
Court Payments	3,541	Variable	\$1,215,237.24	\$1,197,688.14	\$17,549.10	\$17,549.10
Lobbyist Registration	13	\$0.05	\$3,330.00	\$3,330.00	\$166.50	\$166.50
OTC-Court payments	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	1	\$50.00	\$50.00	\$25.00	\$25.00	\$25.00
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	767	\$3.00	\$2,301.00	\$0.00	\$2,301.00	\$2,301.00
Scalesubscr	848	Variable	\$848.00	\$424.00	\$424.00	\$424.00
SUBTOTAL	195,052		2,441,469.54	2,247,801.44	193,857.63	193,857.63

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			\$75,853.26	\$75,853.26	\$75,853.26
Implementation Fee	0		\$0.00	\$0.00	\$0.00
Subscriptions - New	577	variable	\$57,700.00	\$57,700.00	\$57,700.00
Renewal	1	variable	50.00	50.00	50.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$133,603.26	\$133,603.26	

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		0.00
COURTEFILESUB	22,143	variable	\$627,637.85	\$627,637.85	0.00
PSCREMIT	382	variable	\$5,217,472.38	\$5,217,472.38	0.00
WCCSUB	115	variable	\$1,986.00	\$1,986.00	0.00
SUBTOTAL	22,640		\$5,847,096.23	\$5,847,096.23	\$0.00

Payment Statement
December 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: November 1st - November 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 (20%)	NII Share (80%)
DMV- DLR - Batch	7,504	\$7.50	\$56,280.00	\$48,776.00	\$7,504.00	\$1,500.80	\$6,003.20
DMV- DLR - Monitoring Fee	720,050	\$0.06	\$43,203.00	\$28,802.00	\$14,401.00	\$2,880.20	\$11,520.80
DMV- DLR - Interactive	60,779	\$7.50	\$455,842.50	\$395,063.50	\$60,779.00	\$12,155.80	\$48,623.20
DMV- DLR - Certified	6	\$7.50	\$45.00	\$39.00	\$6.00	\$1.20	\$4.80
DMV- DLR - Certified Transcript	56	\$8.50	\$476.00	\$420.00	\$56.00	\$11.20	\$44.80
DMV-SRIND	398	\$0.50	\$199.00	\$0.00	\$199.00	\$39.80	\$159.20
DMV-SRBULK	4,517	\$0.15	\$677.55	\$0.00	\$677.55	\$135.51	\$542.04
DMVSRMONTH	5	\$0.15	\$1,000.00	\$0.00	\$1,000.00	\$200.00	\$800.00
DMV - DLR Single	1,443	\$7.50	\$10,822.50	\$9,379.50	\$1,443.00	\$288.60	\$1,154.40
DMV - Driver License Renew	12,051	Variable	\$323,649.00	\$307,608.00	\$16,041.00	\$3,208.20	\$12,832.80
DMVOTC	9,432	Variable	\$243,771.00	\$230,725.00	\$13,046.00	\$2,609.20	\$10,436.80
DMVOTC_CASH	14,934	Variable	\$365,632.00	\$365,632.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	19,902	\$1.00	\$19,902.00	\$7,960.80	\$11,941.20	\$2,388.24	\$9,552.96
DMV- TLR - batch	9,445	\$1.00	\$9,445.00	\$3,778.00	\$5,667.00	\$1,133.40	\$4,533.60
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	1,616	\$3.00	\$124,276.00	\$119,425.00	\$4,851.00	\$970.20	\$3,880.80
DMV - IRP	691	Variable	\$6,471,438.95	\$6,464,311.83	\$7,127.12	\$1,425.42	\$5,701.70
DMV - IFTA	976	Variable	\$127,980.15	\$126,912.78	\$1,067.37	\$213.47	\$853.90
DMVSPLATE	366	Variable	\$4,895.50	\$4,300.00	\$595.50	\$119.10	\$476.40
DMVSPLATEMESS	613	Variable	\$30,315.50	\$29,330.00	\$985.50	\$197.10	\$788.40
DMV - SingleTripPermit	529	Variable	\$22,673.00	\$20,825.00	\$1,848.00	\$369.60	\$1,478.40
DMV - Motor Vehicle Renewals	38,265	Variable	\$10,358,503.66	\$10,129,037.11	\$229,466.55	\$45,893.31	\$183,573.24
DMV_Fleets	63	Variable	\$1,555,681.11	\$1,546,982.78	\$8,698.33	\$1,739.67	\$6,958.66
DMV_DAS	827	Variable	\$73,037.00	\$59,552.00	\$13,485.00	\$2,697.00	\$10,788.00
HHSS - Health Practitioner Lists	79	Variable	\$7,325.00	\$0.00	\$7,325.00	\$1,465.00	\$5,860.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$415.00	\$0.00	\$415.00	\$83.00	\$332.00
HHSS - Health License Monitoring	50,312	Variable	\$503.12	\$0.00	\$503.12	\$100.62	\$402.50
HHSS - Health License Monitoring Mo. Min.	10	Variable	\$137.13	\$0.00	\$137.13	\$27.43	\$109.70
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		\$0.00	\$0.00	\$0.00
LCC Local Renewals	4	Variable	\$195.78	\$194.03	\$1.75	\$0.35	\$1.40
LOCLCCNEW	1	Variable	\$943.39	\$913.00	\$30.39	\$6.08	\$24.31
LCC-CCP	1,320	Variable	\$3,084,393.16	\$3,079,612.09	\$4,781.07	\$956.21	\$3,824.86
LCC SDL		Variable	0		\$0.00	\$0.00	\$0.00
SED - Electrical Permits	650	4% of Fee	\$67,569.59	\$65,028.50	\$2,541.09	\$508.22	\$2,032.87
SED - Electrician Permit (Renewal)	2,725	2% of Fee	\$248,685.00	\$240,510.00	\$8,175.00	\$1,635.00	\$6,540.00
SED - Electrician Apprentice License	124	3.00	\$5,332.00	\$4,960.00	\$372.00	\$74.40	\$297.60
SED - License List	4	Variable	\$130.00	\$110.00	\$20.00	\$4.00	\$16.00
SEDEXAM3 - Exam Application (\$3 fee)	89	3.00	\$5,607.00	\$5,340.00	\$267.00	\$53.40	\$213.60
SEDEXAM5 - Exam Application (\$5 fee)	21	5.00	\$2,730.00	\$2,625.00	\$105.00	\$21.00	\$84.00
SOS - Corporation filings (LLC/LLP) (TPE)	0	\$3.00	0		\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	0		\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,852	\$2/vari	\$185,582.25	\$178,815.00	\$6,767.25	\$1,353.45	\$5,413.80
SOS - Corp filings (Foreign/Domestic Corporati	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	1,733	Variable	\$7,774.55	\$4,021.04	\$3,753.51	\$750.70	\$3,002.81
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)	36	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	12	\$300.00	\$3,600.00	\$1,800.00	\$1,800.00	\$360.00	\$1,440.00
SOS - Corp_OCOGS	489	\$6.50	\$3,178.50	\$1,222.50	\$1,956.00	\$391.20	\$1,564.80
SOS - Corpcogs	3	\$10.00	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	3,622	\$0.45	\$1,629.90	\$1,159.04	\$470.86	\$94.17	\$376.69
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - UCC Weekly Batch Service	20	\$300.00	\$6,000.00	\$3,000.00	\$3,000.00	\$600.00	\$2,400.00
SOS - UCC Interactive Searches	6,025	\$4.50	\$27,112.50	\$21,087.50	\$6,025.00	\$1,205.00	\$4,820.00
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	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	1,317	\$11.00	\$14,487.00	\$12,511.50	\$1,975.50	\$395.10	\$1,580.40
SOS - UCC Original Filings	797	\$11.00	\$8,767.00	\$7,571.50	\$1,195.50	\$239.10	\$956.40
SOS - UCC Electronic Amendments	318	\$11.00	\$3,498.00	\$3,021.00	\$477.00	\$95.40	\$381.60
SOS - UCC Electronic Assignments	4	\$11.00	\$44.00	\$38.00	\$6.00	\$1.20	\$4.80
SOS - UCC Electronic Collateral Amendments	28	\$11.00	\$308.00	\$266.00	\$42.00	\$8.40	\$33.60
SOS - UCC Images	13,574	\$0.45	\$6,108.30	\$4,343.68	\$1,764.62	\$352.92	\$1,411.70
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	77	Variable	\$847.00	\$731.50	\$115.50	\$23.10	\$92.40
SOS - UCCASSIGN_BULK	4	Variable	\$44.00	\$38.00	\$6.00	\$1.20	\$4.80
SOS - UCCCOLLAMEND	25	Variable	\$275.00	\$237.50	\$37.50	\$7.50	\$30.00
SOS - UCCCONT_BULK	416	Variable	\$4,576.00	\$3,952.00	\$624.00	\$124.80	\$499.20
SOS - UCCORIG_BULK	973	Variable	\$10,703.00	\$9,243.50	\$1,459.50	\$291.90	\$1,167.60
SOS - EFS Interactive Searches	1,458	\$4.50	\$6,561.00	\$5,103.00	\$1,458.00	\$291.60	\$1,166.40
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	320	\$11.00	\$3,520.00	\$3,040.00	\$480.00	\$96.00	\$384.00
SOS - EFS Original Filings	222	\$11.00	\$2,442.00	\$2,109.00	\$333.00	\$66.60	\$266.40
REV - Sales/Use Tax Permit Lists	4	\$5.50	\$22.00	\$0.00	\$22.00	\$4.40	\$17.60
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	17	5.00	\$510.00	\$425.00	\$85.00	\$17.00	\$68.00
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	898	5% of Fee	\$71,180.00	\$71,180.00	\$3,559.00	\$711.80	\$2,847.20
E&A - Engineers & Architects	60	5% of Fee	\$9,000.00	\$9,000.00	\$450.00	\$90.00	\$360.00
Water Well Registrations	185	7% of Fee	\$14,550.00	\$13,531.50	\$1,018.50	\$203.70	\$814.80
REV - Motor Fuels Tax Filing	438	\$0.25	\$109.50	\$0.00	\$109.50	\$21.90	\$87.60
NDOA - Applicator permits	26	Variable	\$1,560.00	\$1,494.00	\$66.00	\$13.20	\$52.80
NDOA - AGAERIAL_LICENSE	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	38	Variable	\$8,172.11	\$8,036.84	\$135.27	\$27.05	\$108.22
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGSMALL_PACKAGE	1	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN	0	Variable	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	1	Variable	\$7.50	\$5.75	\$1.75	\$0.35	\$1.40
NDOA - AGFIRM_REGISTRATION	16	Variable	\$285.70	\$252.00	\$33.70	\$6.74	\$26.96
NDOA - AGGFAL_Renew	1,039	Variable	\$33,350.30	\$31,033.50	\$2,316.80	\$463.36	\$1,853.44
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	82	Variable	\$23,670.48	\$23,206.08	\$464.40	\$92.88	\$371.52
NDOA - AGMILK_RENEW	2	Variable	\$128.11	\$121.50	\$6.61	\$1.32	\$5.29
NDOA - AGPESTKELLY	9	Variable	\$156,806.25	\$156,640.00	\$166.25	\$33.25	\$133.00
NDOA - AGPESTPROD_NEW	15	Variable	\$2,419.90	\$2,373.75	\$46.15	\$9.23	\$36.92
NDOA - AG_CervineFacility Permit	2	Variable	\$149.37	\$144.00	\$5.37	\$1.07	\$4.30
NDOA - AGASREN_GWP	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	40	Variable	\$97,941.09	\$97,871.09	\$70.00	\$14.00	\$56.00
NDOA - DOGCATBREEDANNUAL	2	Variable	\$582.80	\$560.00	\$22.80	\$4.56	\$18.24
NDOA - AGNURSERY_RENEW	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPERMIT_SELLSEEDS	2	Variable	\$76.25	\$71.50	\$4.75	\$0.95	\$3.80
NDOA - Pet Feed Rendering	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	821	Variable	\$578,815.74	\$569,771.50	\$9,044.24	\$1,808.85	\$7,235.39
NDOA - AGPESTDEAL_NEW	2	Variable	\$51.24	\$46.50	\$4.74	\$0.95	\$3.79
NDOA - AGREPORTING	15	Variable	\$51,200.53	\$51,170.79	\$29.74	\$5.95	\$23.79
NDOA - Governor Ag Conference	0	\$3.00	0	0	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	3	Variable	\$33.75	\$30.00	\$3.75	\$0.75	\$3.00

SFM - Fireworks Display Permits	6	Variable	\$186.40	\$175.00	\$11.40	\$2.28	\$9.12
SFM_BOILER	69	Variable	\$9,340.00	\$9,340.00	\$207.00	\$41.40	\$165.60
SFM_ELEVATOR	169	Variable	\$29,941.96	\$29,941.96	\$507.00	\$101.40	\$405.60
SFM_ELEVATOR_CC%	111	Variable	\$23,607.72	\$23,607.72	\$708.23	\$141.65	\$566.58
OTC-Over the counter payment	19,829	Variable	\$5,027,315.06	\$4,953,341.95	\$73,973.11	\$14,794.62	\$59,178.49
OTC Billback	159	Variable	\$2,505.26	\$0.00	\$2,505.26	\$501.05	\$2,004.21
PropertyTax Payments	104	Variable	\$468,080.40	\$464,333.35	\$3,747.05	\$749.41	\$2,997.64
PropertyTaxOTC	9	Variable	\$21,832.85	\$21,637.03	\$195.82	\$39.16	\$156.66
NDOL - Contractor Registration	1,036	Variable	\$44,818.15	\$41,605.00	\$3,213.15	\$642.63	\$2,570.52
NDOL_OVR_PMT	184	Variable	\$34,381.01	\$33,832.52	\$548.49	\$109.70	\$438.79
NDOL_TAX_PMT	56	Variable	\$12,654.17	\$12,122.49	\$531.68	\$106.34	\$425.34
NEROADS - DOT_Permits	9,193	Variable	\$240,447.75	\$224,360.00	\$16,087.75	\$3,217.55	\$12,870.20
NEROADS - DOT_Hay	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_RMS	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_Superintendent	20	Variable	\$680.00	\$680.00	\$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	31	Variable	\$15,648.14	\$15,108.47	\$539.67	\$107.93	\$431.74
NEROADS - NDOTPERMITS	14	Variable	\$304.50	\$282.52	\$21.98	\$4.40	\$17.58
State Patrol Crime Report	1,235	\$18.00	\$22,273.50	\$17,962.50	\$4,311.00	\$862.20	\$3,448.80
NSPCCW_Renew - NSP Conceal & Carry	573	\$4.50	\$31,228.50	\$28,650.00	\$2,578.50	\$515.70	\$2,062.80
NSPApptFee	513	\$4.50	\$24,179.54	\$22,725.25	\$1,454.29	\$290.86	\$1,163.43
State Patrol Crime Report - Subscriber	1,938	Variable	\$29,640.00	\$24,766.50	\$4,873.50	\$974.70	\$3,898.80
Event Registration	15	10% of Fee	\$1,545.00	\$1,392.50	\$152.50	\$30.50	\$122.00
Sarpy_Stop	169	Variable	\$17,945.00	\$17,509.03	\$435.97	\$87.19	\$348.78
Sarpy_tobacco_license	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medicaid & Long Term Care	41	\$1.75	\$3,468.00	\$3,468.00	\$71.75	\$14.35	\$57.40
OTC ACH Billback (Dept of Ag)	1	Variable	\$0.00	\$0.00	\$24.50	\$4.90	\$19.60
LPNNRD_Trees_Sale	1	Variable	\$277.19	\$268.75	\$8.44	\$1.69	\$6.75
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	1	Variable	\$155.49	\$150.00	\$5.49	\$1.10	\$4.39
order_form_LPNNRD	11	Variable	\$1,049.72	\$1,005.45	\$44.27	\$8.85	\$35.42
order_form_UBBNRD	6	Variable	\$396.88	\$377.76	\$19.12	\$3.82	\$15.30
Library_acct_mgmt	11	Variable	\$469.25	\$440.00	\$29.25	\$5.85	\$23.40
Utility_payment	1,533	Variable	\$262,619.69	\$256,187.18	\$6,432.51	\$1,286.50	\$5,146.01
SarpyCommunityCorrections	12	Variable	\$1,483.96	\$1,427.40	\$56.56	\$11.31	\$45.25
SARPY_VEHINSP	85	Variable	\$3,951.76	\$3,710.50	\$241.26	\$48.25	\$193.01
OTLPAYMENT	26	Variable	\$25,900.29	\$25,813.74	\$86.55	\$17.31	\$69.24
59PlanningDept	74	Variable	\$27,672.08	\$26,884.63	\$787.45	\$157.49	\$629.96
gretna_occ_tax	30	Variable	\$67,021.21	\$66,931.21	\$90.00	\$18.00	\$72.00
hastings_multi_payment	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SYNTHETICSVC	0	Variable	0	0	\$0.00	\$0.00	\$0.00
PRODTTESTSVC	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	0	Variable	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	124	Variable	\$12,142.95	\$11,650.00	\$492.95	\$98.59	\$394.36
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	1	Variable	\$106.00	\$100.00	\$6.00	\$1.20	\$4.80
DOI_MISC_PAY	19	Variable	\$2,519.70	\$2,400.00	\$119.70	\$23.94	\$95.76
DOIRENEW	6	Variable	\$624.00	\$600.00	\$24.00	\$4.80	\$19.20
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	167,933	Variable	\$10,075.98	\$0.00	\$10,075.98	\$2,015.20	\$8,060.78
NBC_Inspections	546	Variable	\$64,620.65	\$64,620.65	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarn	105	Variable	\$149,908.00	\$149,908.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	149,908	Variable	\$8,994.48	\$0.00	\$8,994.48	\$1,798.90	\$7,195.58
NBC_RFLRenewal	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	88	Variable	\$36,056.00	\$36,056.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	36,056	Variable	\$2,163.36	\$0.00	\$2,163.36	\$432.67	\$1,730.69
NBC_BrandRene	26	Variable	\$97.50	\$0.00	\$97.50	\$19.50	\$78.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentregDH	1,332	Variable	\$5,328.00	\$3,330.00	\$1,998.00	\$399.60	\$1,598.40
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	3,227	\$1.50	\$15,449.00	\$10,616.00	\$4,833.00	\$966.60	\$3,866.40

nhscntregDHL	7,263	\$1.50	\$36,315.00	\$25,420.50	\$10,894.50	\$2,178.90	\$8,715.60
REVENUE_FEE	4,287	\$1.75	\$7,638.75	\$0.00	\$7,638.75	\$1,527.75	\$6,111.00
MVILB_Renewal	545	Variable	\$149,126.00	\$144,440.00	\$4,686.00	\$937.20	\$3,748.80
ABE Renewal		Variable	0	0	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,406,614.00		32,040,424.01	31,385,090.04	660,861.45	132,172.27	528,689.18

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	135,511	\$1.00	\$135,511.00	67,755.50	\$67,755.50	\$67,755.50
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	1,498	\$15.00	\$22,530.00	\$11,265.00	\$11,265.00	\$11,265.00
Court E-Filing	18,657	\$1.00	\$18,657.00	\$0.00	\$18,657.00	\$18,657.00
COURTRECORDERF	6	\$1,000.00	\$9,000.00	\$4,500.00	\$4,500.00	\$4,500.00
COURTRECORDERU	1	\$1,500.00	\$1,000.00	\$500.00	\$500.00	\$500.00
COURTAPELFILE	313	\$2.00	\$626.00	\$0.00	\$626.00	\$626.00
AOC CERTGS	49	Variable	\$356.39	\$265.00	\$91.39	\$91.39
AOC CERTGS Billback CC%	40	Variable	\$1,000.00	\$1,000.00	\$24.90	\$24.90
COURTAPPTFILE	7	variable	\$350.00	\$0.00	\$350.00	\$350.00
Court Judge	135	\$50.00	\$6,750.00	\$0.00	\$6,750.00	\$6,750.00
Court Citations	5,698	Variable	\$807,349.80	\$790,900.40	\$16,449.40	\$16,449.40
AOC_Cert_Authority	49	Variable	\$1,225.00	\$1,139.25	\$85.75	\$85.75
Court Payments	3,252	Variable	\$1,233,904.96	\$1,218,560.23	\$15,344.73	\$15,344.73
Lobbyist Registration	12	\$0.05	\$3,600.00	\$3,600.00	\$180.00	\$180.00
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)	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	672	\$3.00	\$2,016.00	\$0.00	\$2,016.00	\$2,016.00
Sccalessubscr	743	Variable	\$743.00	\$371.50	\$371.50	\$371.50
SUBTOTAL	166,745		2,295,619.15	2,125,356.88	170,467.17	170,467.17

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			\$128,941.76	\$128,941.76	\$128,941.76
Implementation Fee	0		\$0.00	\$0.00	\$0.00
Subscriptions - New	446	variable	\$44,600.00	\$44,600.00	\$44,600.00
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$173,541.76	\$173,541.76	

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		0.00
COURTEFILESUB	18,657	variable	\$580,707.55	\$580,707.55	0.00
PSCREMIT	393	variable	\$5,337,149.86	\$5,337,149.86	0.00
WCCSUB	75	variable	\$1,217.00	\$1,217.00	0.00
SUBTOTAL	19,125		\$5,919,074.41	\$5,919,074.41	\$0.00

**Payment Statement
January 30, 2025**

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: December 1st - December 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	NIIB Gross Share	NSRB Share (20%)	NIIB Share (80%)
DMV- DLR - Batch	7,837	\$7.50	\$58,777.50	\$50,940.50	\$7,837.00	\$1,567.40	\$6,269.60
DMV- DLR - Monitoring Fee	743,856	\$0.06	\$44,631.36	\$29,754.24	\$14,877.12	\$2,975.42	\$11,901.70
DMV- DLR - Interactive	59,614	\$7.50	\$447,105.00	\$387,491.00	\$59,614.00	\$11,922.80	\$47,691.20
DMV- DLR - Certified	7	\$7.50	\$52.50	\$45.50	\$7.00	\$1.40	\$5.60
DMV- DLR - Certified Transcript	68	\$8.50	\$578.00	\$510.00	\$68.00	\$13.60	\$54.40
DMV-SRIND	482	\$0.50	\$241.00	\$0.00	\$241.00	\$48.20	\$192.80
DMV-SRBULK	4,624	\$0.15	\$693.60	\$0.00	\$693.60	\$138.72	\$554.88
DMVSRMONTH	5	\$0.15	\$1,000.00	\$0.00	\$1,000.00	\$200.00	\$800.00
DMV - DLR Single	1,538	\$7.50	\$11,535.00	\$9,997.00	\$1,538.00	\$307.60	\$1,230.40
DMV - Driver License Renew	11,573	Variable	\$311,369.75	\$295,842.00	\$15,527.75	\$3,105.55	\$12,422.20
DMVOTC	9,447	Variable	\$244,627.50	\$231,583.00	\$13,044.50	\$2,608.90	\$10,435.60
DMVOTC_CASH	15,904	Variable	\$393,472.00	\$393,472.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	21,360	\$1.00	\$21,360.00	\$8,544.00	\$12,816.00	\$2,563.20	\$10,252.80
DMV- TLR - batch	15,015	\$1.00	\$15,015.00	\$6,006.00	\$9,009.00	\$1,801.80	\$7,207.20
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	5	\$18.00	\$90.00	\$50.00	\$40.00	\$8.00	\$32.00
DMV - Reinstatement	1,661	\$3.00	\$131,914.00	\$126,925.00	\$4,989.00	\$997.80	\$3,991.20
DMV - IRP	1,176	Variable	\$10,304,763.38	\$10,285,932.48	\$18,830.90	\$3,766.18	\$15,064.72
DMV - IFTA	960	Variable	\$48,028.14	\$46,840.47	\$1,187.67	\$237.53	\$950.14
DMVSPLATE	307	Variable	\$4,503.00	\$4,005.00	\$498.00	\$99.60	\$398.40
DMVSPLATEMESS	683	Variable	\$34,411.00	\$33,310.00	\$1,101.00	\$220.20	\$880.80
DMV - SingleTripPermit	410	Variable	\$17,232.00	\$15,840.00	\$1,392.00	\$278.40	\$1,113.60
DMV - Motor Vehicle Renewals	38,323	Variable	\$10,472,068.53	\$10,241,681.65	\$230,386.88	\$46,077.38	\$184,309.50
DMV_Fleets	123	Variable	\$739,893.96	\$735,811.69	\$4,082.27	\$816.45	\$3,265.82
DMV_DAS	909	Variable	\$83,658.00	\$68,436.00	\$15,222.00	\$3,044.40	\$12,177.60
HHSS - Health Practitioner Lists	60	Variable	\$6,300.00	\$0.00	\$6,300.00	\$1,260.00	\$5,040.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$415.00	\$0.00	\$415.00	\$83.00	\$332.00
HHSS - Health License Monitoring	74,355	Variable	\$743.55	\$0.00	\$743.55	\$148.71	\$594.84
HHSS - Health License Monitoring Mo. Min.	8	Variable	\$106.98	\$0.00	\$106.98	\$21.40	\$85.58
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		\$0.00	\$0.00	\$0.00
LCC Local Renewals	1	Variable	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00
LOCLCCNEW	1	Variable	\$222.39	\$213.00	\$9.39	\$1.88	\$7.51
LCC-CCP	1,729	Variable	\$2,881,942.69	\$2,876,269.03	\$5,673.66	\$1,134.73	\$4,538.93
LCC SDL		Variable	0		\$0.00	\$0.00	\$0.00
SED - Electrical Permits	636	4% of Fee	\$75,815.35	\$72,939.50	\$2,875.85	\$575.17	\$2,300.68
SED - Electrician Permit (Renewal)	5,499	2% of Fee	\$469,577.00	\$453,080.00	\$16,497.00	\$3,299.40	\$13,197.60
SED - Electrician Apprentice License	134	3.00	\$5,762.00	\$5,360.00	\$402.00	\$80.40	\$321.60
SED - License List	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SEDEXAM3 - Exam Application (\$3 fee)	88	3.00	\$5,544.00	\$5,280.00	\$264.00	\$52.80	\$211.20
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		\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	0		\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	3,529	\$2/vari	\$218,860.35	\$210,620.00	\$8,240.35	\$1,648.07	\$6,592.28
SOS - Corp filings (Foreign/Domestic Corporati	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	1,902	Variable	\$8,876.30	\$4,485.00	\$4,391.30	\$878.26	\$3,513.04
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)	28	Variable	\$525.00	\$262.50	\$262.50	\$52.50	\$210.00
SOS - Corporate Special Request	2	\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SOS - Corporate Weekly Batch Service	18	\$300.00	\$5,400.00	\$2,700.00	\$2,700.00	\$540.00	\$2,160.00
SOS - Corp_OCOGS	582	\$6.50	\$3,783.00	\$1,455.00	\$2,328.00	\$465.60	\$1,862.40
SOS - Corpcogs	0	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	4,007	\$0.45	\$1,803.15	\$1,282.24	\$520.91	\$104.18	\$416.73
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - UCC Weekly Batch Service	24	\$300.00	\$7,200.00	\$3,600.00	\$3,600.00	\$720.00	\$2,880.00
SOS - UCC Interactive Searches	7,865	\$4.50	\$35,392.50	\$27,527.50	\$7,865.00	\$1,573.00	\$6,292.00
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	1,762	Variable	\$3,524.00	\$1,762.00	\$1,762.00	\$352.40	\$1,409.60
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	1,244	\$11.00	\$13,684.00	\$11,818.00	\$1,866.00	\$373.20	\$1,492.80
SOS - UCC Original Filings	1,079	\$11.00	\$11,869.00	\$10,250.50	\$1,618.50	\$323.70	\$1,294.80
SOS - UCC Electronic Amendments	316	\$11.00	\$3,476.00	\$3,002.00	\$474.00	\$94.80	\$379.20
SOS - UCC Electronic Assignments	5	\$11.00	\$55.00	\$47.50	\$7.50	\$1.50	\$6.00
SOS - UCC Electronic Collateral Amendments	42	\$11.00	\$462.00	\$399.00	\$63.00	\$12.60	\$50.40
SOS - UCC Images	16,975	\$0.45	\$7,638.75	\$5,432.00	\$2,206.75	\$441.35	\$1,765.40
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	48	Variable	\$528.00	\$456.00	\$72.00	\$14.40	\$57.60
SOS - UCCASSIGN_BULK	4	Variable	\$44.00	\$38.00	\$6.00	\$1.20	\$4.80
SOS - UCCCOLLAMEND	22	Variable	\$242.00	\$209.00	\$33.00	\$6.60	\$26.40
SOS - UCCCONT_BULK	331	Variable	\$3,641.00	\$3,144.50	\$496.50	\$99.30	\$397.20
SOS - UCCORIG_BULK	1,350	Variable	\$14,850.00	\$12,825.00	\$2,025.00	\$405.00	\$1,620.00
SOS - EFS Interactive Searches	2,053	\$4.50	\$9,238.50	\$7,185.50	\$2,053.00	\$410.60	\$1,642.40
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	311	\$11.00	\$3,421.00	\$2,954.50	\$466.50	\$93.30	\$373.20
SOS - EFS Original Filings	353	\$11.00	\$3,883.00	\$3,353.50	\$529.50	\$105.90	\$423.60
REV - Sales/Use Tax Permit Lists	2	\$5.50	\$11.00	\$0.00	\$11.00	\$2.20	\$8.80
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	50	5.00	\$1,500.00	\$1,250.00	\$250.00	\$50.00	\$200.00
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	2,787	5% of Fee	\$220,155.00	\$220,155.00	\$11,007.75	\$2,201.55	\$8,806.20
E&A - Engineers & Architects	51	5% of Fee	\$7,650.00	\$7,650.00	\$382.50	\$76.50	\$306.00
Water Well Registrations	237	7% of Fee	\$18,990.00	\$17,660.70	\$1,329.30	\$265.86	\$1,063.44
REV - Motor Fuels Tax Filing	476	\$0.25	\$119.00	\$0.00	\$119.00	\$23.80	\$95.20
NDOA - Applicator permits	39	Variable	\$2,275.00	\$2,177.00	\$98.00	\$19.60	\$78.40
NDOA - AGAERIAL_LICENSE	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	45	Variable	\$11,244.60	\$10,961.29	\$283.31	\$56.66	\$226.65
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGSMALL_PACKAGE	3	Variable	\$500.62	\$494.75	\$5.87	\$1.17	\$4.70
NDOA - AG_EURO_CORN	2	Variable	\$64.05	\$59.00	\$5.05	\$1.01	\$4.04
NDOA - AG_EURO_CORN_CERT	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	1	Variable	\$7.69	\$5.75	\$1.94	\$0.39	\$1.55
NDOA - AGFIRM_REGISTRATION	25	Variable	\$405.44	\$356.25	\$49.19	\$9.84	\$39.35
NDOA - AGGFAL_Renew	527	Variable	\$13,762.93	\$12,659.50	\$1,103.43	\$220.69	\$882.74
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	54	Variable	\$15,033.06	\$14,693.50	\$339.56	\$67.91	\$271.65
NDOA - AGMILK_RENEW	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	27	Variable	\$485,525.25	\$484,960.00	\$565.25	\$113.05	\$452.20
NDOA - AGPESTPROD_NEW	25	Variable	\$4,067.66	\$3,956.25	\$111.41	\$22.28	\$89.13
NDOA - AG_CervineFacility Permit	1	Variable	\$165.00	\$163.25	\$1.75	\$0.35	\$1.40
NDOA - AGASREN_GWP	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	38	Variable	\$78,100.23	\$78,031.98	\$68.25	\$13.65	\$54.60
NDOA - DOGCATBREEDANNUAL	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_RENEW	421	Variable	\$84,559.07	\$82,279.85	\$2,279.22	\$455.84	\$1,823.38
NDOA - AGNURSERY_STOCK	2	Variable	\$218.69	\$212.50	\$6.19	\$1.24	\$4.95
NDOA - AGPERMIT_SELLSEEDS	6	Variable	\$256.24	\$239.50	\$16.74	\$3.35	\$13.39
NDOA - Pet Feed Rendering	1	Variable	\$307.47	\$298.25	\$9.22	\$1.84	\$7.38
NDOA - Pesticide License Renewals	557	Variable	\$656,111.55	\$648,243.25	\$7,868.30	\$1,573.66	\$6,294.64
NDOA - AGPESTDEAL_NEW	3	Variable	\$50.62	\$46.50	\$4.12	\$0.82	\$3.30
NDOA - AGREPORTING	9	Variable	\$39,787.77	\$39,657.53	\$130.24	\$26.05	\$104.19
NDOA - Governor Ag Conference	0	\$3.00	0	0	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	1	Variable	\$11.25	\$10.00	\$1.25	\$0.25	\$1.00

SFM - Fireworks Display Permits	10	Variable	\$319.55	\$300.00	\$19.55	\$3.91	\$15.64
SFM_BOILER	110	Variable	\$12,343.00	\$12,343.00	\$330.00	\$66.00	\$264.00
SFM_ELEVATOR	142	Variable	\$25,957.52	\$25,957.52	\$426.00	\$85.20	\$340.80
SFM_ELEVATOR_CC%	88	Variable	\$19,702.52	\$19,702.52	\$591.08	\$118.22	\$472.86
OTC-Over the counter payment	21,715	Variable	\$7,554,032.24	\$7,466,932.09	\$87,100.15	\$17,420.03	\$69,680.12
OTC Billback	164	Variable	\$1,649.92	\$0.00	\$1,649.92	\$329.98	\$1,319.94
PropertyTax Payments	744	Variable	\$4,517,772.05	\$4,506,269.94	\$11,502.11	\$2,300.42	\$9,201.69
PropertyTaxOTC	35	Variable	\$119,854.32	\$118,671.15	\$1,183.17	\$236.63	\$946.54
NDOL - Contractor Registration	1,077	Variable	\$30,731.00	\$27,500.00	\$3,231.00	\$646.20	\$2,584.80
NDOL_OVR_PMT	184	Variable	\$33,493.70	\$32,877.14	\$616.56	\$123.31	\$493.25
NDOL_TAX_PMT	64	Variable	\$7,983.78	\$7,564.83	\$418.95	\$83.79	\$335.16
NEROADS - DOT_Permits	8,761	Variable	\$238,446.75	\$223,115.00	\$15,331.75	\$3,066.35	\$12,265.40
NEROADS - DOT_Hay	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_RMS	1	Variable	\$53.00	\$50.00	\$3.00	\$0.60	\$2.40
NEROADS- NDOT_Superintendent	33	Variable	\$1,150.00	\$1,150.00	\$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	33	Variable	\$1,150.00	\$1,150.00	\$86.39	\$17.28	\$69.11
NEROADS- NDOTSPD	26	Variable	\$7,425.47	\$7,133.45	\$292.02	\$58.40	\$233.62
NEROADS - NDOTPERMITS	13	Variable	\$262.75	\$242.34	\$20.41	\$4.08	\$16.33
State Patrol Crime Report	1,212	\$18.00	\$23,079.50	\$18,612.50	\$4,467.00	\$893.40	\$3,573.60
NSPCCW_Renew - NSP Conceal & Carry	772	\$4.50	\$42,074.00	\$38,600.00	\$3,474.00	\$694.80	\$2,779.20
NSPApptFee	586	\$4.50	\$26,424.80	\$24,772.75	\$1,652.05	\$330.41	\$1,321.64
State Patrol Crime Report - Subscriber	1,436	Variable	\$21,910.00	\$18,346.00	\$3,564.00	\$712.80	\$2,851.20
Event Registration	24	10% of Fee	\$4,088.00	\$3,682.00	\$406.00	\$81.20	\$324.80
Sarpy_Stop	198	Variable	\$21,190.00	\$20,675.19	\$514.81	\$102.96	\$411.85
Sarpy_tobacco_license	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medicaid & Long Term Care	77	\$1.75	\$7,197.00	\$7,197.00	\$134.75	\$26.95	\$107.80
OTC ACH Billback (Dept of Ag)	8	Variable	\$1,887.32	\$1,887.32	\$14.00	\$2.80	\$11.20
LPNNRD_Trees_Sale	2	Variable	\$72.36	\$67.18	\$5.18	\$1.04	\$4.14
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	21	Variable	\$2,005.06	\$1,940.00	\$65.06	\$13.01	\$52.05
order_form_LPNNRD	39	Variable	\$1,549.99	\$1,445.82	\$104.17	\$20.83	\$83.34
order_form_UBBNRD	5	Variable	\$494.60	\$474.80	\$19.80	\$3.96	\$15.84
Library_acct_mgmt	16	Variable	\$682.00	\$640.00	\$42.00	\$8.40	\$33.60
Utility_payment	1,629	Variable	\$267,869.64	\$261,290.02	\$6,579.62	\$1,315.92	\$5,263.70
SarpyCommunityCorrections	17	Variable	\$1,849.94	\$1,775.90	\$74.04	\$14.81	\$59.23
SARPY_VEHINSP	97	Variable	\$3,489.65	\$3,239.00	\$250.65	\$50.13	\$200.52
OTLPAYMENT	19	Variable	\$12,572.49	\$12,511.29	\$61.20	\$12.24	\$48.96
59PlanningDept	57	Variable	\$49,321.66	\$48,046.60	\$1,275.06	\$255.01	\$1,020.05
gretna_occ_tax	29	Variable	\$74,631.70	\$74,544.70	\$87.00	\$17.40	\$69.60
hastings_multi_payment	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SYNTHETICSVC	2	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PRODTTESTSVC	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	139	Variable	\$13,853.53	\$13,300.00	\$553.53	\$110.71	\$442.82
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	1	Variable	\$209.00	\$200.00	\$9.00	\$1.80	\$7.20
DOI_MISC_PAY	37	Variable	\$3,119.00	\$2,930.00	\$189.00	\$37.80	\$151.20
DOIRENEW	6	Variable	\$842.00	\$800.00	\$42.00	\$8.40	\$33.60
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	152,553	Variable	\$9,153.18	\$0.00	\$9,153.18	\$1,830.64	\$7,322.54
NBC_Inspections	496	Variable	\$64,942.00	\$64,942.00	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarn	100	Variable	\$165,174.00	\$165,174.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	165,174	Variable	\$9,910.44	\$0.00	\$9,910.44	\$1,982.09	\$7,928.35
NBC_RFLRenewal	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	94	Variable	\$33,919.00	\$33,919.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	33,919	Variable	\$2,035.14	\$0.00	\$2,035.14	\$407.03	\$1,628.11
NBC_BrandRene	16	Variable	\$60.00	\$0.00	\$60.00	\$12.00	\$48.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentregDH	1,258	Variable	\$5,032.00	\$3,145.00	\$1,887.00	\$377.40	\$1,509.60
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	3,148	\$1.50	\$15,038.00	\$10,325.00	\$4,713.00	\$942.60	\$3,770.40

hhscentregDHL	6,787	\$1.50	\$33,935.00	\$23,754.50	\$10,180.50	\$2,036.10	\$8,144.40
REVENUE_FEE	7,158	\$1.75	\$12,901.00	\$0.00	\$12,901.00	\$2,580.20	\$10,320.80
MVILB_Renewal	656	Variable	\$182,707.90	\$177,160.00	\$5,547.90	\$1,109.58	\$4,438.32
ABE Renewal		Variable	0	0	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,478,673.00		42,537,163.40	41,823,347.46	726,788.41	145,357.66	581,430.75

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	128,291	\$1.00	\$128,291.00	64,145.50	\$64,145.50	\$64,145.50
Court Records (Justice) Monthly	96	\$500.00	\$48,000.00	\$24,000.00	\$24,000.00	\$24,000.00
Court Records (Justice) Credit Card Searches	1,633	\$15.00	\$24,495.00	\$12,247.50	\$12,247.50	\$12,247.50
Court E-Filing	20,921	\$1.00	\$20,921.00	\$0.00	\$20,921.00	\$20,921.00
COURTRECORDERF	6	\$1,000.00	\$9,000.00	\$4,500.00	\$4,500.00	\$4,500.00
COURTRECORDERU	1	\$1,500.00	\$1,000.00	\$500.00	\$500.00	\$500.00
COURTAPELFILE	358	\$2.00	\$716.00	\$0.00	\$716.00	\$716.00
AOC CERTGS	57	Variable	\$432.25	\$325.00	\$107.25	\$107.25
AOC CERTGS Billback CC%	40	Variable	\$1,000.00	\$1,000.00	\$24.90	\$24.90
COURTAPPTFILE	4	variable	\$362.00	\$0.00	\$362.00	\$362.00
Court Judge	135	\$50.00	\$6,750.00	\$0.00	\$6,750.00	\$6,750.00
Court Citations	5,994	Variable	\$832,767.31	\$815,477.81	\$17,289.50	\$17,289.50
AOC_Cert_Authority	95	Variable	\$2,375.00	\$2,208.75	\$166.25	\$166.25
Court Payments	3,329	Variable	\$1,117,284.59	\$1,101,380.43	\$15,904.16	\$15,904.16
Lobbyist Registration	366	\$0.05	\$204,480.00	\$204,480.00	\$10,224.00	\$10,224.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	3	\$50.00	\$150.00	\$75.00	\$75.00	\$75.00
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	663	\$3.00	\$1,989.00	\$0.00	\$1,989.00	\$1,989.00
Sccalessubscr	901	Variable	\$901.00	\$450.50	\$450.50	\$450.50
SUBTOTAL	162,894		2,401,014.15	2,230,840.49	180,422.56	180,422.56

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			\$133,874.26	\$133,874.26	\$133,874.26
Implementation Fee	0		\$0.00	\$0.00	\$0.00
Subscriptions - New	512	variable	\$51,200.00	\$51,200.00	\$51,200.00
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$185,074.26	\$185,074.26	

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		0.00
COURTEFILESUB	20,921	variable	\$667,483.80	\$667,483.80	0.00
PSCREMIT	342	variable	\$5,047,092.75	\$5,047,092.75	0.00
WCCSUB	101	variable	\$1,607.00	\$1,607.00	0.00
SUBTOTAL	21,364		\$5,716,183.55	\$5,716,183.55	\$0.00