Electronic Government Service Level Agreement
with
<Partner Name>

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and <Partner Name>, (a state, county or local government agency of Nebraska) ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to 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 Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.

2) INTERFACE AND DATABASE DEVELOPMENT – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

3) APPLICATION SUPPORT

    a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.

    b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.

e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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.

b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.

c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. 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.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

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

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

b) Supply reports to the Partner in an understandable and logical format; and

c) Be tested, reviewed, and approved by the Partner before it is offered to the user.

9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry's Data Security Standards ("PCI DSS").

10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at http://nitc.ne.gov/standards/

11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager 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 Manager 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 control of Manager.

12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address:	<Partner Name> <Partner Address> <Partner City, State, Zip Code>
Phone:	<Contact Phone>
Fax:	<Contact Fax>
Email:	<Contact Email>

Mailing Address:	General Manager/Network Manager 301 S 13, Suite 301 Lincoln, NE 68508
Phone:	402 471 7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com

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

13) TERMINATION OF CONTRACT -

a) Either Partner or the Manager 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 "for cause" reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify

action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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 instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

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

a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide

Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

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

d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.

e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.

f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager's documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force

and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement 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.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

25) ORDER OF PRECEDENCE – In the event of an inconsistency between 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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

_____

General Manager Date

<Partner Name>

_____

<Authorized Person Title> Date

Nebraska State Records Board (NSRB)

_____

Chairman Date

(Template adopted by NSRB 12/1/2010)