

COUNTY PUBLIC ACCESS NETWORK (CPAN) SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20 _____, by and between the Douglas Omaha Technology Commission, (hereinafter "DOT.Comm") a political subdivision of the State of Nebraska. and _____, (hereinafter "**Contractor**"), is as follows:

WHEREAS: DOT.Comm desires to provide access to Douglas County public records (as described in section 2 paragraph 3 below) through the County Public Access Network (CPAN) application and to enable printing of a hard copy of the same if required; and

WHEREAS, Contractor desires to obtain such information efficiently and conveniently through their own internet service; and,

WHEREAS, DOT.Comm shall provide the described services to Contractor in exchange for payment to DOT.Comm for the services rendered.

IN CONSIDERATION of the mutual promises herein contained, DOT.Comm and CONTRACTOR agree as follows:

1. SERVICES PROVIDED BY DOT.COMM

- A.** DOT.Comm shall provide Contractor with access to the CPAN application via the public Internet, on the terms and conditions herein contained. Contractor shall be responsible for obtaining Internet service, at its own cost, to access the application. It is understood that DOT.Comm shall provide no programming, Internet, or processing services hereunder.
- B.** DOT.Comm will provide Contractor with minimum specifications for its equipment to insure compatibility with the application. Contractor shall secure the specified Internet access and/or equipment at Contractor's expense.

2. TERMS AND CONDITIONS OF DOT.COMM'S SERVICES

A. Definition of "Access"

- 1.** "Access", as used in this Agreement, means the ability of Contractor to use the application for the purposes and in the manner herein described through Contractor's own personnel without the participation of DOT.Comm in connection with programming, retrieving, or processing information, and without any services by DOT.Comm other than permitting the use of the DOT.Comm application by Contractor as herein provided.

B. Time and Conditions under which "Access" is Allowable

1. Contractor shall have access to the CPAN application twenty-four hours a day, seven (7) days a week, except for a period of seven (7) hours each Sunday from 5:00 a.m. to 12 Noon for scheduled system maintenance.
2. In the event DOT.Comm's need for access to the system is at any time inconsistent with Contractor's access, Contractor agrees to immediately yield access to DOT.Comm upon oral request. In such case, DOT.Comm agrees that DOT.Comm shall give prompt oral notification to Contractor when Contractor's access may be resumed. DOT.Comm shall not be liable or responsible in any manner for any interruptions in service or access hereunder, except to correct the same as expeditiously as possible.
3. IT IS EXPRESSLY UNDERSTOOD that Contractor's access to said application shall be exclusively for the purpose of retrieving information for Contractor's internal office use in connection with Contractor's professional work, and the information retrieved shall be such information from District Court cases, real property ownership, taxation, and liens which is contained in the application and which is subject to disclosure under the Public Record Laws of the State of Nebraska. Information that requires authorization, as a condition of disclosure, will not be available through this application.
4. In the event Contractor uses the application for any purposes other than those agreed upon above, as determined at DOT.Comm's discretion, or in any other way misuses the application or information obtained there from, DOT.Comm may immediately terminate this Agreement, effective upon written notice. In addition to the remedies set forth in this paragraph, DOT.Comm shall also have any and all remedies provided by law for any misuse or resale of information, misconduct, or breach of this agreement by Contractor, its officers, agents or employees.

3. COST OF DOT.COMM'S SERVICES

- A.** DOT.Comm offers data and document viewing services, which are listed below. For DOT.Comm services hereunder, Contractor shall pay DOT.Comm the amounts listed. An inquiry occurs each time the ENTER or function key of the terminal keyboard is depressed while the terminal is functioning.
1. **CPAN -- Plan 1:**
For access to the application via the Internet \$300.00 annually for the first 250 inquiries per month and .12 cents each for any inquiries over 250 per account each month.
 2. **CPAN -- Plan 2:**
For access to the application via the Internet \$420.00 for the first 20,000 inquiries and .06 cents each for any inquiries over 20,000 per account each month.
 3. **IMAGING -- DOCUMENT VIEWING**
For application software to be installed by DOT.Comm personnel, document image viewing is offered at a rate of \$210.00/workstation per month.
- B.** On December 31 of any year during the term of the Agreement, the schedule of rates set forth in this contract is subject to change, provided that DOT.Comm informs Contractor of change in schedule of rates, in writing and not less than thirty (30) days prior to effective date of change.

4. BILLING AND PAYMENT

- A. DOT.Comm bills on an annual basis in the amount of \$300 per calendar year. The billing occurs in January of each year. A pro-rated invoice, of \$25 for each month remaining in the calendar year, will be sent for customers signing up for service during the year. Within thirty (30) days after receipt of invoice, Contractor will pay DOT.Comm the full amount due. Thereafter DOT.Comm may charge Contractor a late fee of \$25 on any unpaid balances.
- B. Service will cease if a bill is outstanding for more than sixty (60) days from date of invoice.

5. TERM AND TERMINATION

- A. This Agreement will become effective subject to approval and execution by an authorized representative of DOT.Comm on the date the specified equipment provides access and will continue in force until terminated by either party at any time upon sixty (60) days written notice to the other, subject also to DOT.Comm's termination rights under paragraphs 2.B (4) and 4.B hereof. Either party, however, shall have the immediate right to terminate the agreement if the other party commits a material breach hereof. Paragraph 4 shall survive any termination hereof. Contractor shall retain contractor purchased equipment upon termination of this Agreement.

6. ASSIGNMENT

- A. Contractor may not assign its rights or obligations under this agreement without the written consent of DOT.Comm.

7. NOTICE

- A. Any notices or other writing which this agreement requires either party to give the other may be delivered or sent by regular mail, addressed as follows:

If to DOT.Comm: DOT.Comm
 408 South 18th Street
 Omaha, Nebraska 68102

If to Contractor: (Please print clearly)

OFFICE USE ONLY	
USER ID:	
CODE:	
CUST NO.	

Business Name:

Contact Name(s):

For account use/billing

Business Address:

City/ST/Zip:

Phone Number:

Email:

_____ / _____

If billing address is different from business location, please print here: _____

Please provide written notification when any or all contact or billing information changes.

B. Any notice or writing, which is sent by mail, shall be deemed given when mailed.

8. ENTIRE AGREEMENT

A. This Agreement and its schedules constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

9. SEVERABILITY

A. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all the remaining provisions shall not be affected thereby.

10. NON-WAIVER

A. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

11. GOVERNING LAW

A. This Agreement shall be governed by and construed under the laws of the State of Nebraska.

12. DISCLAIMER OF WARRANTIES - NON-LIABILITY OF DOT.COMM AND INDEMNIFICATION AGREEMENT

A. DOT.COMM MAKES NO WARRANTIES OF ANY KIND, expressed or implied, including but not limited to, any implied warranties of merchantability and fitness for a particular service.

B. Contractor assumes sole responsibility for all use of data obtained by Contractor's access to facilities of DOT.Comm.

1. In no event shall DOT.Comm, its officers, employees or agents (acting in their official capacity within the scope of their employment) be liable for any damages arising or alleged to arise from the activities of DOT.Comm, officers, employees or agents, or contractor, or a third party, hereunder, including lost savings, lost profits or other consequential, exemplary or special damages relating to contractor's rights under this agreement, even if DOT.Comm, its officers, employees or agents have been advised of the possibility of such damages.

C. Further, Contractor AGREES TO INDEMNIFY AND HOLD HARMLESS DOT.Comm and its officers, employees and agents, from any and all costs, loss and liability, including reasonable settlements, arising from any and all claims, suits or actions arising or allegedly arising from the services or activities of DOT.Comm, its officers, employees and agents, (acting in their official capacity within the scope of their employment), or Contractor or its officers, employees, or agents hereunder. The

INDEMNIFICATION hereby made by Contractor shall apply to any claims, suits or actions by officers, employees or agents of Contractor as well as claims, suits or actions of third parties.

Please indicate below the services to be provided:

_____ CPAN -- PLAN I: \$300.00 per year

_____ CPAN -- PLAN 2: \$420.00 per month

_____ IMAGING - DOCUMENT VIEWING: \$210/Workstation (PC) per month

Number of Workstations: _____

Signed this day of _____, 20_____

CONTRACTOR:

DOUGLAS-OMAHA TECHNOLOGY COMMISSION:

DOT.Comm