



2012 SUBSCRIPTION AGREEMENT

INSTRUCTIONS FOR COMPLETION OF SUBSCRIPTION AGREEMENT:

- 1) Complete Name and Address Information.
- 2) Indicate Size Of Your Law Firm and Check Box for Corresponding Annual Subscription Fee.
- 3) Sign and Date Agreement.
- 4) Read, Date and Sign Agreement with NSBA. Fill out additional users on Page 3, making appropriate copies as needed and adding \$15 per computer.
- 5) Mail Agreement to NSBA With Check Or Money Order.

NEBDOCS ANNUAL SUBSCRIPTION FEE SCHEDULE:

	Number of Lawyers	Annual Cost	Shipping & Handling	Subscription Fee
<input type="checkbox"/>	1	\$ 159.00	\$7.00	\$ 166.00
<input type="checkbox"/>	2-3	\$ 272.00	\$7.00	\$ 279.00
<input type="checkbox"/>	4-5	\$ 339.00	\$7.00	\$ 346.00
<input type="checkbox"/>	6-9	\$ 525.00	\$7.00	\$ 532.00
<input type="checkbox"/>	10-20	\$ 710.00	\$7.00	\$ 717.00
<input type="checkbox"/>	21-30	\$ 918.00	\$7.00	\$ 925.00
<input type="checkbox"/>	31-40	\$1,094.00	\$7.00	\$1,101.00
<input type="checkbox"/>	41-50	\$1,290.00	\$7.00	\$1,297.00
<input type="checkbox"/>	51-60	\$1,457.00	\$7.00	\$1,464.00
<input type="checkbox"/>	61 or more	\$1,673.00	\$7.00	\$1,680.00

Name: _____
 Member #: _____ No. of Lawyers in Firm: _____
 Firm Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ Email: _____

Annual Subscription Fee _____
Sales Tax (Attorneys Practicing in Nebraska Only) _____
Number of computers program to be installed ___ x \$15.00* _____
Total Amount Due _____

Card Type Visa MasterCard American Express Discover Check

Credit Card Number: _____ **Exp. Date:** _____ **Ver. Code:** _____

Please list all other users and the number of computers* on the program will be run on page3.

***There is a \$15 licensing fee form LexisNexis per computer**

If your Credit Card billing address is DIFFERENT than the address listed above, please provide below:

Name on Card: _____
 Billing Address: _____
 City/State/Zip: _____

NEBDOCS AGREEMENT:

By signing below I hereby subscribe to NEBDOCS (acknowledging that I have read and agree to the terms on the opposite page) and agree to pay during the term of this subscription the applicable charges. I understand that I will be charged for any delinquent amount due from me.

Subscriber's Signature: _____ Date _____

Return to: The Nebraska State Bar Association PO BOX 81809 Lincoln, Nebraska 68508

AGREEMENT WITH NSBA

I understand that NEBDOCS is an electronic data base or legal forms made available by The Nebraska State Bar Association ("NSBA") as a service to its members. I further understand that NEBDOCS and the legal forms contained therein may be updated by NSBA and such updates will be provided to me while the subscription is in force.

I, as a member of NSBA on behalf of my law firm, agree to the following:

(1) Any machine-readable disks necessary to install and use NEBDOCS shall be delivered to me at the location noted on the page opposite this Agreement. Immediately upon termination of my subscription for any reason, I agree to return to NSBA all machine-readable copies of NEBDOCS, including any original or updated installation disks provided by NSBA, and to delete any installed versions of NEBDOCS, and upon request of NSBA, to provide written confirmation that I have done so.

(2) I am subscribing to NEBDOCS for an initial term commencing on the date that the program is first made available to me and ending December 31, 2012, and agree to pay therefor the annual subscription fee as set in NSBA's fee schedule for law firms of this size. Upon expiration of such an initial term, this Agreement shall automatically be renewed for successive renewal terms of one year each at the appropriate annual member subscription fee, but this Agreement may be terminated by either NSBA or me at any time by written notice to the other at least thirty (30) days in advance of the termination date. Any subscription fee paid shall be non-refundable. Any renewal will be subject to the terms and conditions of this Agreement, except NSBA may at its sole discretion increase the subject subscription fee for any renewal period by written notice provided by NSBA at least forty-five (45) days in advance of the next renewal date. Failure to pay the annual renewal fee when due shall cause immediate termination of this Agreement and my subscription.

(3) If, at any time, I find errors or defects in any of the legal forms provided with NEBDOCS, I shall notify NSBA of the same.

(4) NSBA MAKES NO WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE LEGAL FORMS IN NEBDOCS TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL NSBA BE LIABLE TO ME OR ANY OTHER PERSON FOR ANY LOSS, LIABILITY, DAMAGE OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF NSBA, UNLESS SUCH LOSS, LIABILITY, DAMAGE OR EXPENSE SHALL BE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF NSBA. IN NO EVENT SHALL NSBA BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION TO THE PERFORMANCE OF NEBDOCS, EVEN IF NSBA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. I ACKNOWLEDGE THAT NSBA'S SOLE OBLIGATION, AND MY EXCLUSIVE REMEDY IN THE EVENT OF ANY MATERIAL AND CONTINUING NON-CONFORMITY, DEFECT OR ERROR OF NEBDOCS SHALL BE TO TAKE REASONABLE CORRECTIVE ACTIONS UPON DISCOVERY OF THE PROBLEM. NSBA DOES NOT WARRANT THAT NEBDOCS AND ANY LEGAL FORMS CONTAINED THEREIN WILL BE ERROR FREE. IN NO EVENT SHALL NSBA'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY ME TO NSBA DURING THE PREVIOUS 12 MONTH PERIOD.

(5) I agree to indemnify and hold NSBA harmless, from any claim, loss or damage, including legal fees and costs of settlement, arising from the use or application in any way of legal forms provided by NSBA as part of NEBDOCS. I understand that there are no claims, promises, representations or warranties of any nature, express or implied, with respect to any of the forms provided by NSBA as part of NEBDOCS. My obligations under this paragraph shall continue notwithstanding any termination of this Agreement.

(6) I represent and warrant to NSBA that I will use the legal forms I receive from NSBA as part of NEBDOCS solely for my legal practice purposes, and that I shall not reproduce, publish or distribute any of the legal forms in NEBDOCS in any format, in whole or in part, for sale or other commercial use, except as specifically provided in this Agreement. I recognize and acknowledge that the legal forms provided in NEBDOCS contain material original to NSBA that is copyrightable subject matter under the copyright laws of the United States, Title VII of the United States Code. I also recognize and acknowledge that NSBA has proprietary rights in its NSBA logo, and I agree to display the NSBA logo only in connection with approved NEBRASKABAR forms contained in NEBDOCS, and not with any forms modified in substance by me.

(7) If, at any time, I fail to make any payment to NSBA or perform any obligation under this Agreement, NSBA, in addition to all other rights and remedies, may terminate this Agreement, withhold any updates of NEBDOCS without notice to me, recover from me any payments due hereunder, and collect from me all costs incurred in enforcing the terms of this Agreement.

(8) I will not, without NSBA's prior written consent, assign, delegate, pledge, or otherwise transfer this subscription, or any other rights or obligations under this Agreement, to any other party.

(9) This Agreement represents the entire Agreement between NSBA and me and cannot be changed orally and shall be governed by the laws of the state of Nebraska. This Agreement shall not be binding upon NSBA unless NSBA accepts this Agreement in writing at its main office in Lincoln, Nebraska, and receives the subject subscription fee.

Date: _____

Subscriber's Signature _____

Subscriber's PRINTED Name _____

Additional Users

Name: _____

Title: _____

E-mail: _____

** There is a \$15 Licensing Fee due LexisNexis per computer.*

Name: _____

Title: _____

E-mail: _____

** There is a \$15 Licensing Fee due LexisNexis per computer.*

Name: _____

Title: _____

E-mail: _____

** There is a \$15 Licensing Fee due LexisNexis per computer.*

Name: _____

Title: _____

E-mail: _____

** There is a \$15 Licensing Fee due LexisNexis per computer.*

Name: _____

Title: _____

E-mail: _____

** There is a \$15 Licensing Fee due LexisNexis per computer.*

Name: _____

Title: _____

E-mail: _____

** There is a \$15 Licensing Fee due LexisNexis per computer.*

Use additional pages as needed!