STATE OF MINNESOTA
Office of Minnesota Secretary of State
Steve Simon

UCC DATABASE LICENSE AGREEMENT

This license agreement is entered into this day of _____, 20___ by and between the State of Minnesota, Office of the Secretary of State (OSS) and _____ and its affiliates and subsidiaries (Licensee). OSS has authority to enter into this agreement according to Minnesota Statutes section 13.03, subdivision 3.

A. LICENSE

1. OSS GRANTS TO THE Licensee a non-exclusive, non-transferable license to publish and make available in the normal course of its business to its customers, subject to paragraph C1, in electronic media readable form, the Uniform Commercial Code Database (hereafter referred to as "Records") maintained by OSS, including active and inactive records. Nothing in this agreement prohibits Licensee from charging its customers a fee for access to the Records.

B. SPECIFICATIONS

1. OSS will provide to Licensee, on electronic media, all public information maintained in its computer system(s) concerning the Records. OSS will provide file information for only those Records that have been entered into its computer system(s) at the time the media is produced.

2. This agreement also covers the re-issuance of the Records. The data contained on the electronic media will be current as of the date the media is created.

3. No application, program, or computer software of any type is included as part of this agreement.

4. OSS agrees to provide Licensee with the information reasonably required to allow Licensee to understand and "read" the Records. OSS will provide Record Descriptions and Field Description Documentation when the media is delivered.

5. Absent any hardware or software problem that makes accessing the Records unavailable or corrupt, OSS will deliver the media to Licensee within ten (10) days of the clearance of the license fee by all necessary financial institutions.

6. The fees for both initial requests and re-issuance requests are established by OSS and are available on request.

C. OWNERSHIP AND USE OF RECORDS

1. Notwithstanding the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, Licensee shall be allowed to use the Records only in the normal course of its business, except that Licensee may not resell in bulk or repackage in bulk any substantial part of the Records. Licensee shall not sub-license the Records without the express written consent of OSS. This agreement shall not be assigned by either party without the express written consent of the other party.

2. Licensee agrees that the Records remain the sole property of OSS, which retains all ownership rights except as provided in this agreement.

D. DISCLAIMER OF WARRANTY

1. OSS makes no representation that Records provided in response to a customer order are appropriate or available for use in other locations, and you are prohibited from accessing them from territories where their content is illegal. Those who choose to access the Records are solely responsible for compliance with applicable local laws. Any claims relating to the Records and the use of the Records are governed by the laws of the State of Minnesota.

2. OSS is not liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, this data, even if this office has been advised of the possibility of such damages.

3. OSS is not liable for any actions taken or omissions made from reliance on the Records. OSS is not liable for any other consequences from any such reliance.

4. OSS provides these Records "as is." Records are derived from information residing on the OSS database at the time the inquiry was executed. OSS makes no warranty or representation regarding the accuracy of the information provided. OSS does not certify the authenticity of information provided by third parties.

5. While all attempts are made to ensure the correctness and suitability of information under the control of OSS and to correct any errors brought to the attention of OSS, OSS makes no representation or guarantee as to the correctness or suitability of that information or any linked information presented, referenced, or implied.

6. Pursuant to Minnesota Statutes, section 336.9-531, "the state, the secretary of state, counties, county recorders, and their employees and agents are immune from liability that occurs as a result of errors in or omissions from information provided from the central filing system."

7. Records cannot be presented by a User as the "Official" Records of OSS. Only OSS may present this information as "Official". Records may state that they were obtained from the computerized files of OSS. Information presented on the Site is collected, maintained, and provided for the convenience of the reader.

E. GENERAL PROVISIONS

1. Each party acknowledges that it has read this agreement and agrees to be bound by it and that this agreement is the complete and exclusive statement of the agreement between the parties. This agreement supersedes all prior proposals or understandings and all other oral or written agreements between the parties. This agreement may not be altered or modified except by written agreement from each party.

2. The dates by which OSS is required to make performance under this license shall be postponed automatically to the extent that OSS is prevented from meeting them by causes beyond its reasonable control.

3. This agreement shall be governed by and subject to the laws of the State of Minnesota.

4. If any provision of this agreement is found to be invalid under applicable law, it shall be deemed omitted without any effect on the remaining provisions.

5. The waiver or failure of either party to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement.

6. Licensee shall provide one of the following to OSS for purposes of Minnesota Statutes, Section 270C.65:

- ☐ Minnesota Tax Identification Number:
- ☐ Federal Tax Identification Number:
- ☐ If you are an individual, provide your Social Security Number:

F. TERMINATION

1. This agreement may be terminated by either party by providing written notice to the other party prior to the desired date of termination. Termination shall occur on the date stated in the notice.

G. NOTICES

1. Any notices given under this agreement must be in writing and are sufficient if sent by certified mail, return receipt requested, to the parties at the following address or any other address designated by either party in writing.

OSS:

Office of the Secretary of State - Fiscal Services
First National Bank Building
332 Minnesota Street, Suite N201
Saint Paul, MN 55101

If you have any questions, please contact the Business Services Helpdesk at:
Phone: 651-296-2803 (Metro Area); 1-877-551-6767 (toll-free); or Minnesota Relay Service: 711
Email: business.services@state.mn.us;
Fax: 651-297-7067.

LICENSEE:

Name:

Address:

Name of Contact Person:

Address:

Telephone Number:

E-Mail Address:

The Office of the Secretary of State may collect your Social Security, federal tax identification or Minnesota tax identification number pursuant to section 270C.65, subd. 3 as well as payment information in the form of credit card, debit card, checking and financial account numbers as part of this agreement and the payment process. You are not required to provide this information but the consequence of failing to provide the information is that the Office of the Secretary of State will not be able to complete your transaction or provide you with the requested services or products. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. These numbers will be available to federal and state tax authorities and state personnel involved in the collection of fees or payment of state obligations.

IN WITNESS WHEREOF, the undersigned sign this license agreement.

LICENSEE

Name: _____ Signature: _____

Title: _____ Date: _____

OSS and on behalf of the COMMISSIONER OF ADMINISTRATION-STATE OF MINNESOTA

Name: _____ Signature: _____

Title: _____ Date: _____

Print Reset

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