Office of the Minnesota Secretary of State
Web Site Terms and Conditions of Use

A. General Matters

1. This document sets forth the Terms and Conditions ("Terms") of use for this Web site. This Web site ("Site") is controlled and operated by the Office of the Secretary of State ("OSS").
2. This document is an agreement between OSS and each and every person who accesses the Site ("User").
3. By accessing, browsing and /or using any portion of the Site, you acknowledge that you have read, understood, and agree both to be bound by the Terms and also to comply with all applicable laws and regulations. If you do not agree to be bound by these Terms, do not use the Site. The Terms apply regardless of whether you have registered as a user of the Site, or whether you have any other relationship with OSS. Your use of the Site in any way constitutes agreement to these Terms.
4. These Terms are subject to change. By accessing, browsing and/or using the Site, you also agree to be bound by any later changes in these Terms as of the time that OSS posts the changes on this Site, regardless of the time at which you initially accessed, browsed and/or used the Site. OSS may at any time revise these Terms by updating this posting. You should periodically visit this page of the Site to determine the current Terms to which you are bound.
5. OSS does not discriminate on the basis of race, creed, color, sex, sexual orientation, national origin, age, marital status, disability, religion, reliance on public assistance or political opinions or affiliations in employment or the provision of service.
6. These Terms also include the **Registered User Agreement, (Part F)** which applies whenever a User affirmatively agrees to the Registered User Agreement and every time thereafter that the User or any person acting on behalf of the User accesses, browses and/or uses the Site. The Registered User Agreement is also bound to these Terms and Conditions of Use.
7. These Terms also include the **Premium Subscriber Agreement (Part G)**, which applies whenever a User affirmatively agrees to the Premium Subscriber Agreement and every time thereafter that the User or any person acting on behalf of the User accesses, browses and/or uses the Site. The Premium Subscriber Agreement is also bound to these Terms and Conditions of Use.
8. These Terms also include the **ACH Agreement, (Part H)** which applies whenever a User affirmatively agrees to the ACH Agreement and every time thereafter that the User or any person acting on behalf of the User accesses, browses and/or uses the Site. The ACH Agreement is also bound to these Terms and Conditions of Use.

B. Data Practices

1. OSS is responsible for the administration of Minnesota election laws, the Uniform Commercial Code records, notaries public, an open appointments process and business filings. This requires the collection of certain company data and personal information.

2. This office collects and stores general information (i.e., your internet provider (IP) address, the operating system and the browser you use, the domain from which you access the Internet; the date and time you access the OSS site; the Internet address of the Web site from which you linked to the OSS site; and the information you view while visiting the OSS Web site) as anonymous User profile information in order to help define our audience and to better meet their needs for internal statistical purposes. This office may collect personal information such as name, a home address, a home phone number, or e-mail address, bank info when you provide such information via e-mail or on a request for information, registration, feedback or comment form. This office gathers non-personal "user profile" information to help define our audience and to better meet their needs (statistical purposes). A user's personal information is used only to complete those service(s) specifically requested by the user.

3. The OSS protects all information pursuant to the Minnesota Government Data Practices Act (MGDPA), *Minnesota Statutes*, chapter 13. All data provided to OSS through its Site is handled in accordance with its online privacy practices and the Minnesota Data Practices Act.

4. The material provided on this Site may be protected by law, including, but not limited to United States Copyright Law and international treaties. The content organization, graphics, design, compilation, software, computer systems and other materials on or related to the Site may be protected under applicable copyright, trademark and other proprietary and intellectual property rights. The copying, redistribution, use or publication by you of any such materials or any part of the Site, is prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials.

5. OSS makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their content are illegal is prohibited. Those who choose to access the Site from other locations do so of their own initiative and are solely responsible for compliance with applicable local laws. Any claims relating to, and the use of, this Site and materials contained herein are governed by the laws of the State of Minnesota.

6. Under no circumstance shall OSS be held 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, the materials on this Site, even if this office has been advised of the possibility of such damages.

7. OSS shall under no circumstances be liable for any actions taken or omissions made from reliance on any information contained herein from whatever source or any other consequences from any such reliance.

8. OSS provides these records "as is" and they represent 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 and obtained from the Site.

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

10. 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."

11. This information 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.

12. Any fraudulent use of the information obtained from this online service may subject the user to criminal or civil action by the Office of the Attorney General of Minnesota. OSS or their information providers shall not be liable regardless of the cause or duration, for any errors, inaccuracies, omissions or untimeliness of the information, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising therefrom.

13. Users should be aware that outside resources or organizations listed on or linked to the Web site are beyond the control of and may not adhere to the policies of OSS. Links to Web sites outside Minnesota state government or the use of trade, firm, corporation names within this Site are for the convenience of our customers. OSS does not express or imply an endorsement or approval of any private entities’ product and/or service that may be linked to or listed on this Web site.

14. Unauthorized attempts to change information on this Site are strictly prohibited

and may be punishable under applicable federal and/or state law. You are prohibited from using the Site in any way to do any of the following:

a. Restrict or inhibit any other user from using the Site;

b. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;

c. Post or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments, or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use viruses, bots, worms or trojan horses;

d. Access another person's or entity's materials, information or files without the permission of that person or entity;

e. Post, transmit or use any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right without first obtaining permission from the owner or right holder;

f. Post or transmit any information, software or other material which contains a virus or other harmful component;

g. Post or transmit content that encourages or provides instructional activities about illegal activities, such as hacking;

h. Post, transmit or in any way exploit any information, software or other material for advertising or commercial purposes;

i. Solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;

j. Impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity;

k. Use the Site to collect personally identifying information about users of the Site in violation of OSS's Privacy Policy; or

l. Perform any activities that OSS determines (in its sole discretion) may be harmful to the Site or other users of the Site.

Any user acting in violation of this paragraph is acting at their own risk and is solely responsible for all consequences of their prohibited actions.

15. All of the information in your filing will be public other than SSN and FEIN #.

16. Minnesota law requires certain information to be provided for this type of filing. If that information is not included, your document may not be able to be filed.

17. Terms and Conditions can be made available in alternative formats, such as large print, Braille or audio tape, by calling (651)296-2803/voice. For a TTY/TTD (deaf and hard of hearing) communication, contact the Minnesota Relay Service at 1-800-627-3529 and ask them to place a call to (651)296-2803.

18. In addition to the foregoing, data provided by the User may be available to the extent permitted under the Minnesota Government Data Practices Act, *Minnesota Statutes*, chapter 13, and other Minnesota statutes and rules.

C. Technical Requirements and Considerations: Security

1. User agrees to permit the use of “cookies” for online services to work. A "cookie", also known as a web cookie, browser cookie and HTTP cookie, is a piece of text stored by a user’s web browser that allows this site to monitor your use of the site. Cookies in our system will be used to maintain the state of the OSS system and for authorization. OSS will not embed any personal or other information into cookies. If User does not agree to allow the use of Cookies, then User may have services provided in person or by mail.

2. Certain cookies used by OSS are temporarily installed on a User's computer during a single session on or visit to the Site and are installed only in a computer's memory and are deleted from the memory when the Web site browser or Web site application is closed. Other cookies are permanent. Pursuant to *Minnesota Statutes*, section 13.15, subdivisions 4 and 5, this is the required notice to Users that OSS will install a cookie on your computer at certain times when you access the Site. This data will be used and disseminated in the following ways: We do not share this data with any other agency and we use it to maintain the state of the OSS system. If User refuses to allow the installation of any permanent cookie, User may gain access to data or information, transfer data or information, or use government services on OSS's computer.

3. Data scraping and data collection by Users, either with or without the use of “bots” (automatic tools) is strictly prohibited and OSS reserves the right to detect and prevent their use. Bulk data is available for purchase from OSS and once purchased may be used in the ordinary course of the business of the User, all pursuant to the Bulk Data User Agreement.

4. OSS uses industry-standard security tools, technologies and methods to insure the security of data provided by Users during online transactions. Each transaction is secured in its transmission from the personal computer of the User to the OSS

computer processing the request by secured communication with strong encryption. OSS processing computers and other network elements have secure topology and are located behind a secure firewall.

5. Credit card information is not submitted to OSS nor is it stored on OSS computers or transmitted via state network. When you pay by credit card, you are transferred to a secure website of our authorized payment vendor. Only the authorized payment vendor collects and processes credit card numbers for card processing purposes. The authorized payment vendor is on the Global List of PCI DSS Validated Service Providers, at http://usa.visa.com/download/merchants/cisp-list-of-pcidss-compliant-service-providers.pdf. OSS itself will never ask you for this information. To maximize security, *never* put your credit card number or other sensitive information in unencrypted e-mail.

6. OSS does not guarantee Site availability at all times. If a User experiences trouble filing online at the Site or has other technical difficulties, User may have services provided in person or by mail.

7. Users must meet certain technical requirements to properly use the Site: Browser must be Internet Explorer 7.0 or higher, Safari 3.0 or higher, Mozilla Firefox 3.5 or higher or Google Chrome.

D. Payments:

1. Users agree that transactions on the Site, whether for filing documents, retrieval of information of any kind, or for other services are final, and that there will be no refunds made for any of the above.

2. Transactions paid for by credit card by Users who are not Registered Users or Premium Subscribers may not be completed until payment confirmation of the credit card transaction has been received. In the case of delayed credit card payment, the filing time of the document the User was attempting to file will be delayed unless User has made other payment arrangements and particularly if the User has not provided an email address in their contact information.

3. The date and time of acceptance of filings is:
    a. In the case of a User who is neither a Registered User nor a Premium Subscriber, and who is paying by credit card, at the time payment has been confirmed.
    b. In the case of a User who is a Registered User or a Premium Subscriber and has therefore guaranteed payment by agreeing to the Registered User Agreement or the Premium Subscriber Agreement, at the time of submission.

E. Filings and Other Transactions

1. OSS is not responsible for attempted submissions of filings or requests for other services if transactions for those items are not completed if payment confirmation for the submissions or requests has not been received by OSS or if the data regarding the submissions or requests are lost.

2. Users providing an email address on the user's email address portion of the Site are more likely to receive notification of errors or issues more quickly than Users who only provide a terrestrial email address. OSS will make reasonable efforts to contact User at that email address. OSS is not responsible for delays in transmission occurring due to errors in the email address inputted by User, if the email address is otherwise incorrect or has changed and has not been updated, or for any other reason not under the control of OSS. OSS will not share the email address provided by a User with any other organization except as provided in Minnesota statutes, section 5.002 and chapter 13. If you provide an email address, OSS will not knowingly send any 'spam' to that address.

3. If the e-mail address is provided by the User as a portion of a digitally scanned image, for example as part of a document that is uploaded to be part of a filing, the e-mail address on that image is public information.

4. Information may be input into the Site only in English characters, including A to Z (upper and lower case), numbers using 0 to 9 and designated punctuation marks.

5. The Site, as well as the internal processes of OSS, imposes reasonable restrictions on all Users. These restrictions include limits on:
    a. the number of characters for each field in which data is to be input;
    b. the number of iterations of certain datasets;
    c. the number of attachments per filing, as well as the size and type of the attachment
    d. and similar limits

    If users wish to provide information for the record in excess of the provided field lengths or number of field iterations, then that information should be provided as part of an attachment to that document if attachments are an available option. Information provided in the attachment does not supersede data entered in a file submission or on a paper form. The attachment must provide valid information in reference to the filing and must be in English letters.

6. User understands and agrees that an entity, debtor or secured party name as recorded name may be in excess of 250 characters, but that searches are only

conducted on the first 250 characters of any entity, and 150 characters for any debtor name. User must review the original document on file with the Office of the Secretary of State to determine the complete name, or contact the filing party in the case of an online filing to determine the actual, complete debtor name.

7. User understands, by using the Site that not all transactions and filings possible with the Office of the Secretary of State are available online. Those transactions not available to be filed online may be made in person or by mail.

8. User understands and agrees that if User is unable to use the online filing system due to certain limitations or unexpected conditions, User may have services provided in person or by mail.

9. The filer and searcher bear the risk of relying on a business name entered in the Business Database which may or may not reveal the name as intended for a UCC Financing Statement due to variations of entry rules, policies, errors, procedures and key board limitations. It is recommended that filers and searchers look at the source document to ensure that the business name is accurate.

10. All Users, including those Users that are neither Registered Users nor Premium Subscribers, will be entitled to use, on an unlimited basis, all of the following online functions:

    - Access business, notary and official newspaper information
    - Access UCC information via a file number
    - File name reservations, new business entities, amendments, and annual registrations
    - File new UCC and CNS filings, amendments and correction statements.
    - Upload attachments to Business filings
    - Receive Business certificates, and copies of filings via mail, or e-mail notice to download
    - Place orders for UCC/Tax Lien/CNS certified and uncertified searches (Note: without debtor name search option)
    - Pay via credit/debit card
    - Receive filing confirmation and access to image for download in real time upon payment confirmation

11. Documents may be attached to filing submissions, but only in the following formats: .doc, .docx, .txt, .rtf, .pdf, .xls. ,xlsx, .csv, .xml, .jpg, .gif, .bitmap, .or .tiff. All documents so uploaded will be associated with the data input by the User on the Site and converted by the Site to a .pdf format, which is the format in which the document will be permanently stored. In every case where there is a conflict between the data specifically input in any field related to a filing and the information contained on an uploaded document, the data specifically input

in a field will be considered operative, and the information on the upload will be disregarded.

12. All filings are final upon acceptance.

13. User agrees that it will not include any social security number, taxpayer identification number or part thereof in any submission to OSS, other than a Central Notification System (CNS) effective financing statement under *Minnesota Statutes*, chapter 336A. User further agrees that if User includes any social security number, taxpayer identification number or part thereof in any submission other than a CNS filing, that OSS is authorized as the agent of the User to redact that information from the submission before it is filed and that the social security number, federal employer identification number or part thereof is to be considered as never having been submitted to OSS. User also agrees to hold OSS harmless from any damages that may be incurred by the submission by User and subsequent disclosure by any party of any social security number, taxpayer identification number, or part thereof.

14. Feedback: OSS can be reached via e-mail at secretary.state@state.mn.us or by telephone or written request.

    Phone Lines: (9:00 a.m. – 4:00 p.m., M-F)
    Metro Area 651-296-2803; Greater MN 1-877-551-6767

    Services in person or by mail at:

    Minnesota Secretary of State - Business Services
    Retirement Systems of Minnesota Building
    60 Empire Drive, Suite 100
    St Paul, MN 55103
    (Staffed 8:00 a.m. - 4:00 p.m., Monday - Friday, excluding holidays)

F. Registered User Agreement

General Matters

1. OSS has authority to enter into this agreement according to *Minnesota Statutes*, section 13.03, subdivision 3, (2009)

2. This agreement is by and between the State of Minnesota, Office of the Secretary of State (OSS) and the natural or artificial person agreeing to this agreement, hereinafter "Registered User," and its affiliates, subsidiaries and all other subordinate users.

3. This agreement shall be governed by and subject to the laws of the State of Minnesota. The venue for any disputes under this agreement shall be Ramsey County, 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. Any dates by which OSS is required to make performance under this agreement shall be postponed automatically to the extent that OSS is prevented from meeting them by causes beyond its reasonable control.

6. 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.

7. OSS grants to the Registered User a non-exclusive, non-transferable license to access those features of the Minnesota Business and Lien System (MBLS) as described herein. Access to the records will be available as long as Registered User provides payment for charges incurred by Registered User. Access to the Records will be immediately terminated if the conditions described in *Minnesota Statutes*, section 5.23 are met. OSS may reinstate this agreement upon receipt of the amount owed and any additional fees and may impose restrictions on the manner of payment which will be accepted during the course of the agreement.

8. This license allows Registered User to use data accessible from the Site, or any portion thereof, in the normal course of its business. Nothing in this agreement prohibits Registered User from charging its customers a fee for information obtained from these Records. If the Registered User places a Bulk data Request, the Registered User is subject to the portions of the Registered User agreement governing Bulk data.

9. This license will continue until canceled by either party.

10. This license is for the sole purpose of electronic access to MBLS. Registered User

is not authorized to alter MBLS except by filing documents in the manner provided for by MBLS. Any attempt to tamper with MBLS or otherwise alter the Site or any database of OSS will be grounds for immediate termination of this agreement. The addition, modification or deletion of any information contained in the database and/or the introduction of any program which causes damage or loss is grounds for immediate termination of this agreement and will subject Registered User to civil and criminal penalties. In addition, Registered User will be responsible for any damage suffered to the equipment, software, data or customers of OSS as a result of the unauthorized access to and manipulation of MBLS, the Site or any information in any database of OSS.

11. There is no fee charged to become a Registered User.

12. All Users, including Registered Users, Premium Subscribers as well as those Users that are neither Registered Users nor Premium Subscribers, will be entitled to use, on an unlimited basis, all of the following online functions:

    - Access business, notary and official newspaper information
    - Access UCC information via a file number
    - File name reservations, new business entities, amendments and annual registrations
    - File new UCC and CNS filings, amendments and correction statements
    - Upload attachments to Business filings
    - Receive Business certificates and copies filings via mail, or e-mail notice to download
    - Place orders for UCC/Tax Lien/CNS certified and uncertified searches (Note: without debtor name search option)
    - Pay via credit/debit card
    - Receive filing confirmation and access to image for download in real time upon payment confirmation

Registered Users are also entitled to the following features:

- Register as a CNS Buyer
- Submit global filings
- Ability to maintain contact, registration and ACH payment information and not have to re-enter it for each transaction
- More easily recover from credit card payment confirmation failure
- Enhanced download of filings and orders
- Pay via credit/debit card, or ACH
- Run fiscal report on-demand for ACH payments verification
- One-time acceptance of terms and conditions including acceptance of cookies, license agreements and agreement to pay at the time of registration

13. OSS reserves the right to charge for any or all of the services to which a

Registered User is entitled or for any other supplemental services requested by a Registered User.

Specifications

14. OSS will provide to Registered User on-line access to all public information maintained by its computer system(s) concerning the public records (hereafter referred to as (Records) maintained by OSS. These Records include but are not limited to, corporate, business, trademark, and financing statement information. OSS will provide file information for only those Records which have been entered into its computer system(s) at the time the system is accessed.

15. Access will be continuously available; however, OSS does not guarantee that the records will be available twenty-four (24) hours a day every day of the year. To the extent possible, advance notice of system maintenance and software adjustments will be given by system message.

16. No application programs or computer software of any type are included as part of this agreement.

17. OSS agrees to provide the Registered User with information reasonably required to allow the Registered User to understand the Records.

18. The Registered User is solely responsible for obtaining and maintaining all computer hardware and software necessary to gain access to the OSS computer system (s). OSS is not responsible for the Registered User's software or hardware or any problems caused by a malfunction of either. In addition, OSS is not responsible for any malfunction of or problems caused by the telecommunications used by the Registered User to access the database.

    Further, the Registered User understands that access is by means of the Internet and therefore the Registered User is not guaranteed access to MBLS or to the Site at all times.

19. OSS will make access available immediately after the Registered User has indicated their agreement to this agreement on the screen provided for that purpose on the Site. Registered User is responsible at all times for securing all log-in and password information.

Ownership and Use of Records

20. Notwithstanding the Minnesota Government Data Practices Act, the Registered User shall be allowed to use the Records only in the ordinary course of its business. The Registered User 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.

21. The Registered User agrees that the Records remain the sole property of OSS, which retains all ownership rights including copyright rights over the Records except as provided in this agreement. The agreement provides only that the Registered User has a license to use the Records in the ordinary course of its business.

Disclaimer of Warranty and Indemnification

22. The Records provided by OSS pursuant to this agreement are provided "as is." OSS makes no warranties either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, other than those specifically provided for in this agreement with respect to the data and related documentation. OSS warrants that the data it enters shall have been entered with reasonable care but makes no representations regarding the accuracy of information provided to it by the public. OSS makes no representation whatsoever regarding data entered by any other party nor is it responsible for Registered User's manipulation of information obtained from these Records.

23. OSS warrants that it has taken reasonable care to insure that there are no programs intentionally inserted to cause damage or loss to Registered User. OSS is not responsible for any loss suffered by Registered User or its customers should such a program be introduced into OSS's computer(s).

24. OSS is not responsible for any loss suffered by the Registered User or its customers when the Records are not available, the equipment is disabled or the Records are not accurate.

25. The Registered User agrees to indemnify and save and hold OSS, its agents and employees harmless from any and all claims or causes of action arising from the performance of the license agreement by the Registered User or the Registered User's agents or employees.

26. Registered User understands that OSS, its agents and employees are immune from liability for any and all claims or causes of action arising from the performance of the license agreement. This clause shall not be construed to bar any legal remedies Registered User may have for OSS's failure to fulfill its obligations pursuant to this license agreement.

27. Registered User agrees not to make any representations to its customers that the Records are the "Official" Records of OSS. Registered User may state that the Records were obtained from the computerized files of OSS.

28. OSS warrants that the Records provided to Registered User are not confidential or otherwise restricted information.

Termination

29. This agreement may be terminated by either party by providing written notice, with documented delivery, by U.S. Mail or email to the other party prior to the desired date of termination. Termination shall occur on the date stated in the notice.

Miscellaneous

30. Each party (OSS and Registered User) 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 and supersedes all prior proposals, understandings and all other agreements, both oral and written, between the parties. This agreement may not be altered or modified except by written agreement properly executed.

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

32. Registered User agrees that if there is a change in the legal name of Registered User that it will inform OSS no later than 30 days after the effective date of the change in the name by updating their account information online.

33. This agreement shall be governed by and subject to the laws of the State of Minnesota. Venue for any litigation pursuant to this agreement shall be the Second Judicial District, Ramsey County, Minnesota.

34. 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.

35. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

36. The Registered User will provide all required information asked for as part of the Registered User customer profile on the OSS website.

Bulk Data User and Order Agreement

37. This agreement by and between the State of Minnesota, Office of the Secretary of State (OSS) and the Registered User or Premium Subscriber and its affiliates and subsidiaries (hereafter referred to as Licensee) and is entered into on the day Licensee submits an order pursuant to this agreement. OSS has authority to enter

into this agreement according to *Minnesota Statutes,* section 13.03, subdivision 3, (2009)

License

38. 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 in electronic media readable form, certain public records (hereafter referred to as "Records") maintained by OSS. Records include Business Entities, Business Entity Filings, and Uniform Commercial Code data. Nothing in this agreement prohibits Licensee from charging it customers a fee for access to their Records.

Specifications

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

40. Under this agreement, Licensee may choose a one-time provision of Records or portions thereof or a yearly subscription to Records or portions thereof. The one-time provision option does not provide for any updates of the public records. In order to update the information received from OSS, a one-time provision Licensee must enter into a separate one-time or subscription agreement. The data contained on the electronic media will be current as of the date the media is created.

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

42. OSS agrees to provide Licensee with the information reasonably required to allow Licensee to understand and "read" the data. OSS will provide Record Descriptions and Field Description Documentation for bulk data requests on the site.

43. Absent any hardware or software problem that makes accessing the data unavailable or corrupt, OSS will deliver the initial set of data to Licensee within ten (10) days of the clearance of the license fee by all necessary financial institutions. If Licensee has arranged for a periodic subscription, subsequent datasets will be delivered pursuant to those arrangements. The fees for requests are established by OSS and are available on the Site.

Ownership and Use of Records

44. 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 and 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 non-assigning party.

45. Licensee agrees that the Records remain the sole property of OSS, which retains all ownership rights except as provided in this agreement. The agreement provides only that the Licensee has a license to use the Records in the normal course of its business.

Disclaimer of Warranty

46. OSS makes no warranties either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, other than those specially provided for in this agreement with respect to the data and related documentation. OSS warrants that the data shall have been entered into with reasonable care but makes no representation regarding the accuracy of information provided to it by the public. OSS makes no representation whatsoever regarding data entered by any other party nor is it responsible for Licensee's manipulation of information obtained from these Records.

47. OSS is not responsible for any loss suffered by Licensee or its customers when the Records are not available, the equipment is disabled or the Records are not accurate. Licensee understands that OSS, its agents and employees are immune from liability for any and all claims or causes of action arising from the performance of the license agreement. This clause shall not be construed to bar any legal remedies Licensee may have for OSS's failure to fulfill its obligations pursuant to this license agreement.

48. Licensee agrees not to make any representation to its customers that the Records are the "Official," "Current," or "Up to Date" Records of OSS. Licensee may state that the Records were obtained from the computerized files of OSS as of the date of fulfillment of the request for the Records.

49. OSS warrants that the Records provided to Licensee are not confidential or otherwise restricted information.

50. The Records provided by OSS pursuant to this agreement are provided "as is." OSS makes no warranties either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, other than those specially provided for in this agreement with respect to the data and related documentation.

51. OSS is not responsible for any loss suffered by Licensee or its customers should a virus be introduced into OSS's computer (s).

52. Licensee understands and agrees that pursuant to *Minnesota Statutes*, section

336.9-525. (Laws 2001, Chapter 195, Article 1, section 15) OSS, its agents and employees are immune from liability that occurs as a result of errors in or omission from information provided from the central filing system.

53. Licensee agrees to indemnify and save and hold OSS, its agents and employees harmless from any and all claims or causes of action arising from the performance of the license agreement by Licensee or Licensee's agents or employees.

54. OSS recommends the review of the data by the Licensee prior to use.

Global Filings

55. By submitting a filing changing a registered agent's office address or legal name, to be filed on multiple entities or records, pursuant to *Minnesota Statutes*, section 5.29 (a), Registered User or Premium Subscriber agrees to pay a separate fee for each instance in which the filing is recorded against an entity or record. The maximum aggregate fee for filing a registered agent's office address or change in agent name will be $35,000.

56. By submitting an amendment to a financing statement changing the name or address information of a debtor or secured party to be filed on multiple entities or records, pursuant to *Minnesota Statutes*, section 5.29 (a), Registered User or Premium Subscriber agrees to pay a separate fee for each instance in which the filing is recorded against an entity or record.

57. The fee must be paid, and payment confirmed, before the filing is recorded on any of the entities or records for which it is intended.

Central Notification System; Buyer Registration

58. Registered User or Premium Subscriber may register to become a Buyer of Central Notification System (CNS) lists. These lists contain the names of individuals and organizations against whom effective financing statements or statutory liens have been filed in CNS.

59. In order to register as a buyer of the lists, a Registered User or Premium Subscriber that is an individual or organization must provide the specific information required by OSS.

60. A fee of $25 is charged for each registration. No additional fee is required for lists transmitted to the buyer by email. An additional fee may also be charged by OSS for paper and digital lists. Additional fees are determined by OSS and are posted on the Site.

Miscellaneous

61. 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 and superseded all prior proposals, understandings and all other agreements, both oral and written, between the parties. This agreement may not be altered or modified except by written agreement properly executed.

62. 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.

63. This agreement shall be governed by and subject to the laws of the State of Minnesota. Venue for any litigation pursuant to this agreement shall be the Second Judicial District, Ramsey County, Minnesota.

64. 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.

65. 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.

Termination

66. This agreement may be terminated by either party by providing written notice, with documented delivery, by U.S. Mail or email to the other party prior to the desired date of termination. Termination shall occur on the date stated in the notice.

G. Premium Subscriber Agreement

General Matters:

1. OSS has authority to enter into this agreement according to *Minnesota Statutes*, section 13.03, subdivision 3, (2009)

2. This agreement is by and between the State of Minnesota, Office of the Secretary of State (OSS) and the natural or artificial person agreeing to this agreement, hereinafter "Premium Subscriber," and its affiliates, subsidiaries and all other subordinate users.

3. This agreement shall be governed by and subject to the laws of the State of Minnesota. The venue for any disputes under this agreement shall be Ramsey County, 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. Any dates by which OSS is required to make performance under this agreement shall be postponed automatically to the extent that OSS is prevented from meeting them by causes beyond its reasonable control.

6. 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.

7. OSS grants to the Premium Subscriber a non-exclusive, non-transferable license to access those features of the Minnesota Business and Lien System (MBLS) as described herein. Access to the records will be available as long as Premium Subscriber provides payment for charges incurred by Premium Subscriber. Access to the Records will be immediately terminated if the conditions described in *Minnesota Statutes*, section 5.23 are met. OSS may reinstate this agreement upon receipt of the amount owed and any additional fees and may impose restrictions on the manner of payment which will be accepted during the course of the agreement.

8. This license allows Premium Subscriber to use data accessible from the Site, or any portion thereof, in the normal course of its business. Nothing in this agreement prohibits Premium Subscriber from charging its customers a fee for information obtained from these Records. If the Premium Subscriber places a Bulk Data Request, the Premium Subscriber is subject to the portions of the Premium Subscriber agreement governing Bulk Data

9. This license will continue until canceled by either party.

10. This license is for the sole purpose of electronic access to MBLS. Premium Subscriber is not authorized to alter MBLS except by filing documents in the manner provided for by MBLS. Any attempt to tamper with MBLS or otherwise alter the Site or any database of OSS will be grounds for immediate termination of this agreement. The addition, modification or deletion of any information contained in the database and/or the introduction of any program which causes damage or loss is grounds for immediate termination of this agreement and will subject Premium Subscriber to civil and criminal penalties. In addition, Premium Subscriber will be responsible for any damage suffered to the equipment, software, data or customers of OSS as a result of the unauthorized access to and manipulation of MBLS, the Site or any information in any database of OSS.

11. There is an annual $120 fee to become a Premium Subscriber.

12. All Users, including Registered Users, Premium Subscribers as well as those Users that are neither Registered Users nor Premium Subscribers, will be entitled to use, on an unlimited basis, all of the following online functions:

    - Access business, notary and official newspaper information
    - Access UCC information via a file number
    - File name reservations, new business entities, amendments and annual registrations
    - File new UCC and CNS filings, amendments and correction statements
    - Upload attachments to Business filings
    - Receive Business certificates, and copies of filings via mail, or e-mail notice to download
    - Place orders for UCC/Tax Lien/CNS certified and uncertified searches (Note: without debtor name search option)
    - Pay via credit/debit card
    - Receive filing confirmation and access to image for download in real time upon payment confirmation

Premium Subscribers are also entitled to the following features:

- Register as a CNS Buyer
- Submit global filings
- Ability to maintain contact, registration and ACH payment information and not have to re-enter it for each transaction
- More easily recover from credit card payment confirmation failure
- Enhanced download of filings and orders
- Place on-line orders for bulk and bulk/customized data and advanced searches (including secured party searches)
- Pay via credit/debit card, or ACH
- Run fiscal report on-demand for ACH payments verification

- One-time acceptance of terms and conditions including acceptance of cookies, license agreements and agreement to pay at the time of registration
- Conduct Debtor Name Search of UCC/CNS/tax lien files and then order Standard or Limited Standard searches. (Note: Includes option to have either the OSS or county recorder fill the search order, except for CNS.)

13. OSS reserves the right to charge for any or all of the services to which a Premium Subscriber is entitled or for any other supplemental services requested by a Premium Subscriber.

Specifications

14. OSS will provide to Premium Subscriber on-line access to all public information maintained by its computer system(s) concerning the public records (hereafter referred to as (Records) maintained by OSS. These Records include but are not limited to, corporate, business, trademark, and financing statement information. OSS will provide file information for only those Records which have been entered into its computer system(s) at the time the system is accessed.

15. Access will be continuously available; however OSS does not guarantee that the Records will be available twenty-four (24) hours a day every day of the year. To the extent possible, advance notice of system maintenance and software adjustments will be given by system message.

16. No application programs or computer software of any type are included as part of this agreement.

17. OSS agrees to provide the Premium Subscriber with information reasonably required to allow the Premium Subscriber to understand the Records.

18. The Premium Subscriber is solely responsible for obtaining and maintaining all computer hardware and software necessary to gain access to the OSS computer system (s). OSS is not responsible for the Premium Subscriber's software or hardware or any problems caused by a malfunction of either. In addition, OSS is not responsible for any malfunction of or problems caused by the telecommunications used by the Premium Subscriber to access the database.

    Further, the Premium Subscriber understands that access is by means of the Internet and therefore the Premium Subscriber is not guaranteed access to MBLS or to the Site at all times.

19. OSS will make access available immediately after the Premium Subscriber has indicated their agreement to this agreement on the screen provided for that purpose on the Site and payment to OSS has been confirmed. Premium Subscriber is responsible at all times for securing all log-in and password information.

Ownership and Use of Records

20. Notwithstanding the Minnesota Government Data Practices Act, the Premium Subscriber shall be allowed to use the Records only in the ordinary course of its business. The Premium Subscriber 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.

21. The Premium Subscriber agrees that the Records remain the sole property of OSS, which retains all ownership rights including copyright rights over the Records except as provided in this agreement. The agreement provides only that the Premium Subscriber has a license to use the Records in the ordinary course of its business.

Disclaimer of Warranty and Identification

22. The Records provided by OSS pursuant to this agreement are provided "as is." OSS makes no warranties either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, other than those specifically provided for in this agreement with respect to the data and related documentation. OSS warrants that the data it enters shall have been entered with reasonable care but makes no representations regarding the accuracy of information provided to it by the public. OSS makes no representation whatsoever regarding data entered by any other party nor is it responsible for Premium Subscriber’s manipulation of information obtained from these Records.

23. OSS warrants that it has taken reasonable care to insure that there are no programs intentionally inserted to cause damage or loss to Premium Subscriber. OSS is not responsible for any loss suffered by Premium Subscriber or its customers should such a program be introduced into OSS's computer(s).

24. OSS is not responsible for any loss suffered by the Premium Subscriber or its customers when the Records are not available, the equipment is disabled or the Records are not accurate.

25. The Premium Subscriber agrees to indemnify and save and hold OSS, its agents and employees harmless from any and all claims or causes of action arising from the performance of the license agreement by the Premium Subscriber or the Premium Subscriber's agents or employees.

26. Premium Subscriber understands that OSS, its agents and employees are immune from liability for any and all claims or causes of action arising from the performance of the license agreement. This clause shall not be construed to bar any legal remedies Premium Subscriber may have for OSS's failure to fulfill its obligations pursuant to this license agreement.

27. Premium Subscriber agrees not to make any representations to its customers that the Records are the "Official" Records of OSS. Premium Subscriber may state that the Records were obtained from the computerized files of OSS.

28. OSS warrants that the Records provided to Premium Subscriber are not confidential or otherwise restricted information.

Termination

29. This agreement may be terminated by either party by providing written notice, with documented delivery, by U.S. Mail or email to the other party prior to the desired date of termination. Termination shall occur on the date stated in the notice.

Miscellaneous

30. Each party (OSS and Premium Subscriber) 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 and supersedes all prior proposals, understandings and all other agreements, both oral and written, between the parties. This agreement may not be altered or modified except by written agreement properly executed.

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

32. Premium Subscriber agrees that if there is a change in the legal name of Premium Subscriber that it will inform OSS no later than 30 days after the effective date of the change in the name by updating their account information online.

33. This agreement shall be governed by and subject to the laws of the State of Minnesota. Venue for any litigation pursuant to this agreement shall be the Second Judicial District, Ramsey County, Minnesota.

34. 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.

35. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

36. The Premium Subscriber will provide all required information asked for as part of the Premium Subscriber customer profile on the OSS website.

37. Premium Subscriber will have the ability to designate one or more Administrators on their account.

The Administrator:

- Runs activity and fiscal reports, maintains ACH Payment option
- Processes Original and Amendment Business filings online using all payment options available, along with the ability to reference to Client Reference code
- Files Notary filings using all payment options available; conduct Business and Secured searches (including Debtor Name searches) and place orders using all payment options available
- Conducts Business and Secured Customized and Bulk Orders (data and/or Images) using all payment options available
- Processes CNS 1 and 3 filings online using all payment options available, along with the ability to reference to Client Reference code
- Processes UCC 1, 3 and 5 filings online using all payment options available, along with the ability to reference to Client Reference code
- Process CNS Buyer Registrations

Bulk Data User and Order Agreement

38. This agreement by and between the State of Minnesota, Office of the Secretary of State (OSS) and the Registered User or Premium Subscriber and its affiliates and subsidiaries (hereafter referred to as Licensee) and is entered into on the day Licensee submits an order pursuant to this agreement. OSS has authority to enter into this agreement according to *Minnesota Statutes*, section 13.03, subdivision 3, (2009)

License

39. 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 in electronic media readable form, certain public records (hereafter referred to as "Records") maintained by OSS. Records include Business Entities, Business Entity Filings, and Uniform Commercial Code data. Nothing in this agreement prohibits Licensee from charging it customers a fee for access to their Records.

Specifications

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

41. Under this agreement, Licensee may choose a one-time provision of Records or portions thereof or a yearly subscription to Records or portions thereof. The one-time provision option does not provide for any updates of the public records. In order to update the information received from OSS, a one-time provision Licensee must enter into a separate one-time or subscription agreement. The data contained on the electronic media will be current as of the date the media is created.

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

43. OSS agrees to provide Licensee with the information reasonably required to allow Licensee to understand and "read" the data. OSS will provide Record Descriptions and Field Description Documentation for bulk data requests on the site.

44. Absent any hardware or software problem that makes accessing the data unavailable or corrupt, OSS will deliver the initial set of data to Licensee within ten (10) days of the clearance of the license fee by all necessary financial institutions. If Licensee has arranged for a periodic subscription, subsequent datasets will be delivered pursuant to those arrangements. The fees for requests are established by OSS and are available on the Site.

Ownership and Use of Records

45. 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 and 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 non-assigning party.

46. Licensee agrees that the Records remain the sole property of OSS, which retains all ownership rights except as provided in this agreement. The agreement provides only that Licensee has a license to use the Records in the normal course of its business.

Disclaimer of Warranty

47. OSS makes no warranties either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, other than those specially provided for in this agreement with respect to the data and related documentation. OSS warrants that the data shall have been entered into with reasonable care but makes no representation regarding the accuracy of information provided to it by the public. OSS makes no representation whatsoever regarding data entered by any other party nor is it responsible for Licensee's manipulation of information obtained from these Records.

48. OSS is not responsible for any loss suffered by Licensee or its customers when the Records are not available, the equipment is disabled or the Records are not accurate. Licensee understands that OSS, its agents and employees are immune from liability for any and all claims or causes of action arising from the performance of the license agreement. This clause shall not be construed to bar any legal remedies Licensee may have for OSS's failure to fulfill its obligations pursuant to this license agreement.

49. Licensee agrees not to make any representation to its customers that the Records are the "Official," "Current," or "Up to Date" Records of OSS. Licensee may state that the Records were obtained from the computerized files of OSS as of the date of fulfillment of the request for the Records.

50. OSS warrants that the Records provided to Licensee are not confidential or otherwise restricted information.

51. The Records provided by OSS pursuant to this agreement are provided "as is." OSS makes no warranties either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, other than those specially provided for in this agreement with respect to the data and related documentation.

52. OSS is not responsible for any loss suffered by Licensee or its customers should a virus be introduced into OSS's computer (s).

53. Licensee understands and agrees that pursuant to *Minnesota Statutes*, section 336.9-525. (Laws 2001, Chapter 195, Article 1, section 15) OSS, its agents and employees are immune from liability that occurs as a result of errors in or omission from information provided from the central filing system.

54. Licensee agrees to indemnify and save and hold OSS, its agents and employees harmless from any and all claims or causes of action arising from the performance of the license agreement by Licensee or Licensee's agents or employees.

55. OSS recommends the review of the data by the Licensee prior to use.

Global Filings

56. By submitting a filing changing a registered agent's office address or legal name, to be filed on multiple entities or records, pursuant to *Minnesota Statutes*, section 5.29 (a), Registered User or Premium Subscriber agrees to pay a separate fee for each instance in which the filing is recorded against an entity or record. The maximum aggregate fee for filing a registered agent's office address or change in agent name will be $35,000.

57. By submitting an amendment to a financing statement changing the name or address information of a debtor or secured party to be filed on multiple entities or records, pursuant to *Minnesota Statutes*, section 5.29 (a), Registered User or Premium Subscriber agrees to pay a separate fee for each instance in which the filing is recorded against an entity or record.

58. The fee must be paid, and payment confirmed, before the filing is recorded on any of the entities or records for which it is intended.

Central Notification System; Buyer Registration

59. Registered User or Premium Subscriber may register to become a Buyer of Central Notification System (CNS) lists. These lists contain the names of individuals and organizations against whom effective financing statements or statutory liens have been filed in CNS.

60. In order to register as a buyer of the lists, a Registered User or Premium Subscriber that is an individual or organization must provide the specific information required by OSS.

61. A fee of $25 is charged for each registration. No additional fee is required for lists transmitted to the buyer by email. An additional fee may also be charged by OSS for paper and digital lists. Additional fees are determined by OSS and are posted on the Site.

Miscellaneous

62. 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 and superseded all prior proposals, understandings and all other agreements, both oral and written, between the parties. This agreement may not be altered or modified except by written agreement properly executed.

63. 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.

64. This agreement shall be governed by and subject to the laws of the State of Minnesota. Venue for any litigation pursuant to this agreement shall be the Second Judicial District, Ramsey County, Minnesota.

65. 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.

66. 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.

Termination

67. This agreement may be terminated by either party by providing written notice, with documented delivery, by U.S. Mail or email to the other party prior to the desired date of termination. Termination shall occur on the date stated in the notice.

H. ACH Agreement to Pay

1. Only Registered Users or Premium Subscribers who have affirmatively chosen the Automated Clearing House (ACH) payment mode and provided the necessary and required information to establish that payment mode may submit a transaction using the ACH payment mode.

2. ACH transactions can be submitted online, in person or by mail if accompanied by an authorization by an ACH account holder.

3. By submitting a transaction using the ACH payment mode, the Registered User or Premium Subscriber authorizes OSS to debit funds from the bank account and financial institution designated by the Registered User or Premium Subscriber. This authorization will remain in effect until 30 days after OSS has received written notification of that termination.

4. ACH charges incurred are always the responsibility of the Registered User or Premium Subscriber who is the ACH account holder, when they are made by an authorized login. A Premium Subscriber who is an ACH account holder allows other Users inherently to authorize ACH payment transactions.

   Take caution in controlling access to your OSS account number, user ID and password. The financial information requested to establish ACH payment mode on this form is non-public data. While you are not required by law to provide this information, we cannot establish your ACH account without it.

5. For purposes of determining when payment has been made for the purpose of filing and acceptance of documents, authorization by the Registered or Premium User constitutes payment, subject to other provisions of this agreement. By submitting an ACH transaction, User agrees that in the event that the ACH transaction is later returned, that Registered User or Premium Subscriber will submit the amount due plus, if the ACH transaction is returned for insufficient funds, an additional $20 for each transaction returned for that reason, within ten business days of being notified by the Office of the Secretary of State

6. Charges incurred by a login are always the responsibility of the account holder.

7. Designation of other users under a Premium account to use ACH for payment does not require other users to complete the “Agreement to Pay”.

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