Nlets, Inc. MEMBERSHIP AGREEMENT

This Cooperative Agreement (Agreement) governs the participation of <u>OK DPS</u>, hereinafter referred to as Member Agency, and The International Justice and Public Safety Information Sharing Network (Nlets). The purpose of this Agreement is to provide for the Member Agency's membership in Nlets.

- Nlets agrees to furnish telecommunications facilities for the exchange of criminal justice related information between the Member Agency and other Nlets members. The parties agree that Nlets is obtaining its telecommunications facilities from third parties and agree that Nlets' obligations hereunder will be suspended during any period which Nlets' access to, or utilization of, such facilities is limited or interrupted.
- 2. The Member Agency agrees to abide by all Niets rules, policies, and procedures as approved by the Niets governing Board and to comply with any governmental standards, laws, regulations or requirements concerning the use of the Niets facilities.
- The Member Agency agrees that when acting as a control terminal agency for Nlets, it will restrict access to Nlets telecommunications facilities to those agencies authorized to have such access by Nlets rules, policies, and procedures.
- 4. Nlets reserves the right to suspend the Member Agency from the use of Nlets telecommunications facilities if the Member Agency violates any of the rules, policies, and procedures referenced in Paragraph 2 above. Such suspension will not, however, relieve the Member Agency of any obligation it might have to fund a portion of Nlets' operating cost. Nlets will reinstate the Member Agency's use of its telecommunications facilities as soon as the Member Agency has provided evidence that it has taken satisfactory corrective actions to prevent such violations from recurring. Either party may terminate this Agreement on 90 days written notice., however costs associated with terminating Nlets services shall we the responsibility of the terminating party. Nlets may also terminate this Agreement if Member Agency fails to pay any required fees or charges, which failure is not remedied within 30 days of notice of default. This Agreement shall automatically terminate if Member Agency ceases to be a member of Nlets.
- 5. The Member Agency agrees that it is responsible for its acts and omissions pursuant to and according to the terms, conditions and limitations set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §251, et seq.
- 6. Subject to the availability of funds, the Member Agency agrees to pay standard Nlets charges at the rates and at the times as may be established by the Nlets governing Board plus the costs for any special nonstandard terminal equipment or services that Nlets agrees to provide to the Member Agency.
 - Except as stated elsewhere herein, this Agreement shall be governed and interpreted and enforced in accordance with the laws of the State of Arizona without regard to conflicts of law principals.

This Agreement will become effective on _____; however, as to any particular year, this Agreement is only effective if purchase order is issued that year in a specific amount adopting by reference therein the terms and conditions hereof.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by the proper officers and officials.

DATE

The International Justice and Public Safety Information Sharing Network, Nlets

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