



SUBSCRIPTION FOR ACCESS TO AUTOMATED LICENSE PLATE READER DATA

By signing this Subscription for Access to Automated License Plate Reader Data ("Subscription") through THE OHIO DEPARTMENT OF PUBLIC SAFETY, OHIO STATE HIGHWAY PATROL ("OSHP"), ("User") agrees to;

1. **User Request for Access:** User hereby requests limited downloadable access to Automatic License Plate Reader ("ALPR") data maintained by OSHP with other records of the National Crime Information Center ("NCIC").
2. **User Access:** User's access to ALPR data is limited to the terms set out in this Subscription, and User is not permitted any access that is not expressly set forth in this Subscription.
 - 2.1. OSHP will assign User a unique user name and password. **User may not share or assign its unique username or password with another person or law enforcement agency without prior written approval of the OSHP. Unauthorized sharing of username and password may result in immediate termination of User's username, password, and / or access.**
 - 2.2. User will use ALPR data, and all information received pursuant to this Subscription, for law enforcement purposes, only. User agrees to abide by all applicable local, state and federal law relating to access, use, disclosure and destruction of confidential law enforcement information. **Misuse of ALPR data may result in immediate termination of User's username, password, and / or access.**
 - 2.3. This Subscription entitles User only to the ALPR data that the OSHP actually maintains. This Subscription is not a guarantee that the OSHP will provide ALPR data or any particular type or format of ALPR data, and OSHP may, in its sole discretion, change or discontinue the provision of ALPR data.
3. **User Hardware and Software:** User is solely responsible for any hardware, software or other equipment, including acquiring and properly maintaining that equipment, in order for User to communicate with OSHP or for User to access ALPR data over a secure law enforcement terminal. Use may only utilize standard, accepted network communication protocols to access ALPR data. OSHP shall not be responsible for special code or programming installed to communicate with User. If at any time User hardware, software, or other equipment is suspected of causing problems on the OSHP network, User agrees to disconnect its equipment from ALPR communication lines. The equipment shall remain disconnected until it is determined that the problem does not reside in the local agency equipment or the agency equipment problem is resolved to the satisfaction of the OSHP.
4. **Term and Termination:** This Subscription begins once OSHP notifies User its account has been created, and continues until June 30, 2017. OSHP or User may suspend or terminate this Subscription, with or without cause, by providing thirty (30) days written notice to the other party. OSHP may renew this Subscription for additional two (2) year terms by providing written notice to the User 30 days before the expiration of the current Subscription.
5. **Relationship of Parties:** This Subscription does not constitute or create a joint venture or other association between the OSHP and User. User further understands and agrees that positive responses or hits from the ALPR system are not an endorsement by OSHP of the information or of the existence of probable cause for stopping, searching, or detaining a subject without proper investigation and / or confirmation.
6. **Cost and Funding:** User is responsible for any cost for its activities and equipment relating to access to ALPR data made available by the OSHP pursuant to this Subscription. The OSHP is providing User access to ALPR data at no charge. OSHP reserves the right to charge a reasonable user fee if, upon further evaluation, a fee becomes advisable; provided, however, that: (a) OSHP will give at least 30 days' notice of the implementation of, or change in, a fee; (b) Within 30 days of receipt of notice, User may reject the new or changed fee by giving notice to the OSHP; and, (c) if User rejects the new or changed fee, this Subscription will terminate and without further notice, and User's username, password, and access will also terminate.

7. **Responsibility:** In no event is OSHP liable to User for indirect, consequential, incidental, special, or punitive damages, or for lost profits.
8. **Notice:** Notice to OSHP required or permitted under this Subscription shall be in writing and sent to the address set forth below, to the attention of: "Ohio State Highway Patrol, Office of Strategic Services, Technology & Communication Services."
9. **Additional Agreements, Terms, or Rules:** Nothing in this Subscription shall be construed to limit or otherwise impact any agreement that User has relating to Law Enforcement Automated Data System ("LEADS") access or usage. Any LEADS agreement, statute, or administrative rule, as amended, and any agreement, statute, or administrative rule governing OSHP access to ALPR data made available to User, as amended, prevail over any conflicting provision of this Subscription. No change, revision, alteration, or modification hereof may be made except in writing signed by both parties.

USER AGENCY

USER AGENCY NAME		USER AGENCY ORI	
USER AGENCY ADDRESS			
CITY		STATE	ZIP
ADMINISTRATOR'S NAME (PRINTED)		ADMINISTRATOR'S TITLE	
ADMINISTRATOR'S SIGNATURE X			DATE

Please return this form by fax to: (614) 995-1230

Or by mail to:

LEADS Administrative Office
P.O. Box 182075
Columbus, OH 43218-2075