

# Subscription Service Agreement

Basic service to Pursuits® includes unlimited usage, pursuit record storage, reports and charts for subscriber agency, reports and charts for national and regional pursuit data, on-demand export of your agency data, department anonymity, and back up services. You agree to submit all department pursuits during the access term.

Primary Contact	Agency / Organization Name				
	Administrative Contact Name (First, MI, Last)		Title / Position		
	Email Address		Number Sworn		
	Business Address				
	City		State / Province	Zip / Postal Code	Country
	Telephone	Fax		Department Web Address	

Authorized User	Authorized User Contact Name (First, MI, Last) <i>if different from above</i>		Title / Position
	Email Address		
	Telephone	Fax	

Annual Service Fee	Basic service is required to access and utilize Pursuits. Current subscribers to IACP Net <sup>SM</sup> ( <a href="http://www.iacpnet.com">www.iacpnet.com</a> ) may apply the IACP Net discount option. This discount applies as long as the agency is an IACP Net subscriber and actively entering pursuit data. Data processing service is a premium option. All fees are annual charges.	
	Annual fee for basic service	\$ 500.00
	Less 100% discount for IACP Net subscriber (\$500.00)	(\$ _____)
	<u>Total annual fee</u>	<u>\$ _____</u>
<p><b>Premium Data Processing Option</b> (your data submitted to the IACP for entry to Pursuits): <i>Call for pricing</i></p>		

Authorization	<b><u>Authorization and Certification</u></b>	
	I hereby certify that I am an employee of this agency/organization and have the authority to order services, and that I understand and consent to the Terms and Conditions included with this Subscription Service Agreement.	
	Authorized Signature: _____	Title: _____ Date: _____

An invoice for any balance due will be mailed along with user documentation. Write, call, or email for assistance to IACP Net., 2101 Wooddale Drive, Suite D, Saint Paul, MN 55125. Toll free: 800.328.1921. Local: 651.222.6506. Fax: 651.222.6577. Email: [pursuits@theiacp.org](mailto:pursuits@theiacp.org).

# Pursuits® Terms and Conditions

- Pursuits®.** Pursuits is an Internet-based police pursuit database that supports the collection and analysis of pursuit data. The database was constructed to provide information to state and local law enforcement agencies and/or leaders that will facilitate effective pursuit-related training and policy decisions.
- Provision of Services.** International Association of Chiefs of Police (IACP) provides online data and software tools providing online access to the Internet-based Pursuits. Upon full execution of the Subscription Service Agreement ("AGREEMENT") and subject to the terms and conditions contained herein, the parties agree that CUSTOMER shall be authorized to have access to and use of those products and services (collectively "Services") as listed on the accompanying AGREEMENT attached hereto by authorized and identified employees.
- Confidential Pursuit Data.** From time to time CUSTOMER may have and will submit pursuit data of CUSTOMER that supports the collection and analysis of pursuit data. Pursuit data is confidential information.
- Confidential Information.** During the course of the AGREEMENT, the parties may find it necessary and desirable to disclose confidential information, including CUSTOMER individual pursuit data and CUSTOMER identity, to IACP to enable effective provision of Services. The parties agree that such confidential information shall be used solely to effectuate the purposes of these terms and conditions and for no other purpose and that such information shall be treated by IACP as the valuable confidential property of the disclosing party. Information shall not be treated as confidential if it becomes generally known to the public without breach of any obligation of confidentiality under these terms and conditions, or if it was known to the receiving party prior to the disclosure thereof by the disclosing party, or if it was independently developed by the receiving party, or if it is received from a third party not under burden of confidentiality.
- Optional Services.** Any service offered by IACP in the form of a posted notice on its Website or on the Services' Website will be considered a mere proposal and not an agreement for sale or purchase unless and until reduced to writing and signed by authorized representatives of both parties.
- CUSTOMER ID responsibility.** CUSTOMER will be responsible for ensuring that use of the Services under the CUSTOMER's Account (i.e., use of the Services by any person using the CUSTOMER's user ID and password) complies with the provisions of these terms and conditions. Unless otherwise specifically stated in the AGREEMENT, an ID is intended for use by a single identified CUSTOMER individual and may not be shared by multiple individuals, although temporary substitution of another identified individual will be permitted to accommodate vacations or illness. CUSTOMER shall be responsible for providing IACP with accurate, complete, and updated company and user registration information.
- Customer Equipment Responsibilities.** CUSTOMER is responsible for providing appropriate computer equipment and Internet access to use the Services.
- Term and Renewal.** The AGREEMENT will be effective for one year plus any initial fractional month (any fractional month to be invoiced with the initial period billing) as listed on the attached AGREEMENT. On expiration of the initial term, or any annual successor term, the AGREEMENT shall automatically renew for an additional one (1) year term unless CUSTOMER provides written notice at least thirty (30) days in advance of the expiration date. IACP reserves the right to change terms and conditions, or increase the renewal price at the initiation of an annual term, by forty-five (45) days' prior written notice by email or letter but no such change shall be effective prior to the end of the initial term.
- Payment Terms; Taxes; Expenses.** Except as may be specifically indicated on the attached AGREEMENT or amendment to the AGREEMENT, all IACP invoices shall be paid within thirty (30) days of the effective term. Late payments shall be subject to a late charge of one percent per month or fraction thereof, or the highest charge permitted under applicable law, whichever is less. CUSTOMER is responsible for the payment of any sales, use, VAT or other taxes imposed on the AGREEMENT or on the Services provided to CUSTOMER, but not for any taxes on the net income of IACP. Nothing in the AGREEMENT shall be construed to require IACP to provide any Services if CUSTOMER is in default of its payment obligations.
- IACP Termination.** IACP may terminate the AGREEMENT immediately without notice in the event of CUSTOMER's material breach. Material breach shall include, without limitation, failure to comply with the Services use restrictions of the AGREEMENT, these terms and conditions, or failure to pay any amount within fifteen (15) days after written notice that the same is overdue.
- Customer Termination.** CUSTOMER may terminate the AGREEMENT upon thirty (30) days written notice without a pro rata credit return for the remaining unused period of the AGREEMENT term.
- Customer's Pursuit Data.** CUSTOMER may request to opt out of the database for any reason. IACP shall within twenty (20) days return to CUSTOMER all data contributed by CUSTOMER. IACP shall have the right to keep CUSTOMER's data in the database subject to these terms and conditions and IACP's Privacy Policy.
- Rights and Permitted Use.** The parties agree that the software and/or data, base reports, compilations and analyses available to CUSTOMER via the Services are proprietary to, and all rights therein are reserved by, IACP or its vendors. CUSTOMER shall have access to and use of such Services for its *internal* business purposes only. The CUSTOMER shall have exclusive and unlimited, *internal*-use only rights to any output in the form of a report, graph, chart or similarly formatted compilation of information resulting from CUSTOMER's authorized use of the Services. CUSTOMER acknowledges that any deliverable provided as the result of any IACP consulting service or customized work, including but not limited to, software

program[s], code, source data, processes, techniques or concepts, will be the sole and exclusive property of IACP although IACP grants CUSTOMER a nonexclusive, non-transferable, royalty-free, perpetual internal use license to use such deliverable during the term of the AGREEMENT. Any and all rights not expressly granted to CUSTOMER herein are reserved by IACP and its vendors.

- No Resale.** CUSTOMER is expressly prohibited from publishing or reselling any data in Pursuits without the prior approval of IACP. IACP reserves the right to restrict or suspend CUSTOMER's access to the Services in the event of suspected system abuse or significant replication of Pursuits.
- Warranties.** Neither IACP nor its third party suppliers warrant that the Services (whether database, consulting, engineering, or other services) will be uninterrupted, error free or will meet CUSTOMER's need or expectations. IACP makes no warranty and assumes no liability of any kind with respect to the data or related Services, including, but not limited to, its correctness, completeness, reliability, currentness or searchability. All data and content as provided by IACP or its vendors are provided on an "as is" basis, without any express or implied warranties of merchantability or fitness for a particular purpose and IACP hereby expressly disclaims, on its own behalf and on behalf of its third party suppliers, all implied warranties. CUSTOMER acknowledges that CUSTOMER is solely responsible for the accuracy and adequacy of the Services for CUSTOMER's intended use. In the event the Services or any portion of the Services are unavailable to the CUSTOMER due to cause within IACP's control, IACP's sole and exclusive obligation and CUSTOMER's sole and exclusive remedy shall be for IACP to provide a pro rata credit for the period during which the Services were unavailable or to extend the term for the same or similar duration as which the Services were unavailable. These are IACP's complete and entire liability to CUSTOMER with respect to the provision of Services. CUSTOMER assumes full responsibility for any and all losses, costs, liabilities and expenses arising out of, or based on, its use of the Services. CUSTOMER agrees to defend and save IACP, its affiliates, officers, directors and employees harmless from any third party claims arising out of CUSTOMER's use of the Services.

CUSTOMER acknowledges that the pricing for the Services has been established in contemplation of the foregoing allocation of risks.

- Limitation of Damages.** In no event will IACP or its affiliates and respective officers, directors, employees, contractors and suppliers be liable for any direct, indirect, special, exemplary or consequential damages arising out of CUSTOMER's use of or inability to use the Services or out of the breach of any warranty or any other cause.
- Infringement Indemnity.** IACP agrees to defend, indemnify and hold harmless CUSTOMER and its respective directors, officers, employees and agents from any money judgment, costs and attorney fees awarded to the extent due to infringement by the Services of any third party patent, copyright, trademark or other proprietary right. This indemnity is subject to CUSTOMER providing IACP prompt notice of any claim and granting IACP full control of the defense and/or settlement thereof. If an injunction preventing use of Services in part or in whole is granted, or if in IACP's judgment such an outcome is likely, IACP reserves the right to exclude such Services from its offering and to require return of the any infringing portions in CUSTOMER's possession and refund to CUSTOMER any fees paid with respect to future use of the Services, reasonably allocated to reflect the value of the excluded or returned portion(s). This indemnity does not cover infringements which would not be such except for CUSTOMER contributed elements. This Section contains the exclusive remedy with respect to infringement.
- Notices.** Notices shall be given by conventional mail or by facsimile and shall be deemed received three (3) days after sent by conventional mail or, if sent by facsimile, upon receipt of a confirmatory transmission receipt. Notices sent to CUSTOMER shall be sent to the address on the AGREEMENT. Notices by CUSTOMER shall be sent to IACP's address on the AGREEMENT.
- Assignment; Business Combinations.** This AGREEMENT shall not be assignable by CUSTOMER except with the advance written consent of IACP. If CUSTOMER should acquire an entity that is also an existing IACP CUSTOMER for Services already used by CUSTOMER, or if such an entity acquires CUSTOMER, CUSTOMER and IACP agree to negotiate rates in good faith for the surviving IACP CUSTOMER renewal terms, and CUSTOMER agrees that both contracts shall be paid through the end of their then-current terms.
- Storage.** IACP reserves the right to audit CUSTOMER's account for excessive storage of CUSTOMER data.
- General.** The AGREEMENT constitutes the entire agreement between IACP and the CUSTOMER with respect to the Services and supersedes all other communications and agreements with respect to the subject matter hereof. Any modification to the AGREEMENT shall only be valid if reduced to writing and signed by authorized representatives of both parties. The AGREEMENT shall be construed in accordance with the laws of the State of Virginia without reference to that body of laws known as conflicts of laws and without reference to the 1980 United Nations Convention on the International Sale of Goods and any amendments thereto. If any provision of the AGREEMENT is determined to be invalid, all other provisions shall remain in full force and effect. Headings in these terms and conditions are for convenience and are not intended to be used in construing the AGREEMENT. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

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