

# Service Order Agreement



Your IACP Net<sup>SM</sup> subscription includes: online libraries of law enforcement documents, forms, policies, publications, best practices, statistics, and multimedia; Select+Site<sup>SM</sup> Internet portal; news and current affairs; grant, funding, and training announcements; Federal legislative tracking; calendar of events; Quest-Response<sup>SM</sup> and topical forums for secure peer-to-peer information exchange; law enforcement links; toll-free customer support for training and assistance; twelve-month term; and unlimited usage allowance.

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

<b>Annual Service Fee</b>	<b>Select your agency type:</b>	<b>Select standard non-IACP member pricing or IACP member discount:</b>			
	<u>State or Federal agency with:</u>	<u>Standard non-IACP member fee</u>		<u>IACP Member discounted fee</u>	<u>Includes:</u>
	<input type="checkbox"/> 500 or more sworn	\$2,350	<input type="checkbox"/>	\$2,100	<input type="checkbox"/> 11 IDs
	<input type="checkbox"/> 150 to 499 sworn	\$2,000	<input type="checkbox"/>	\$1,750	<input type="checkbox"/> 9 IDs
	<input type="checkbox"/> 1 to 149 sworn	\$1,475	<input type="checkbox"/>	\$1,225	<input type="checkbox"/> 7 IDs
	<input type="checkbox"/> No sworn officers	\$1,850	<input type="checkbox"/>	\$1,600	<input type="checkbox"/> 3 IDs
	<u>Local or college agency with:</u>				
	<input type="checkbox"/> 500 or more sworn	\$2,350	<input type="checkbox"/>	\$2,100	<input type="checkbox"/> 11 IDs
	<input type="checkbox"/> 150 to 499 sworn	\$2,000	<input type="checkbox"/>	\$1,750	<input type="checkbox"/> 9 IDs
	<input type="checkbox"/> 50 to 149 sworn	\$1,475	<input type="checkbox"/>	\$1,225	<input type="checkbox"/> 7 IDs
<input type="checkbox"/> 20 to 49 sworn	\$1,125	<input type="checkbox"/>	\$875	<input type="checkbox"/> 5 IDs	
<input type="checkbox"/> 10 to 19 sworn	\$775	<input type="checkbox"/>	\$525	<input type="checkbox"/> 3 IDs	
<input type="checkbox"/> 1 to 9 sworn	\$525	<input type="checkbox"/>	\$275	<input type="checkbox"/> 1 IDs	
<u>Other organizations:</u>					
<input type="checkbox"/> Academic Institute	\$1,410	<input type="checkbox"/>	\$1,160	<input type="checkbox"/> 3 IDs	
<input type="checkbox"/> Association	\$1,850	<input type="checkbox"/>	\$1,600	<input type="checkbox"/> 3 IDs	
<input type="checkbox"/> Other (call for eligibility)					
<b>Special options to include:</b>					
<input type="checkbox"/> Additional Passwords at \$150 each: _____ (#) totaling \$ _____					
<input type="checkbox"/> Pursuits® (www.login4pursuits.net), no charge to IACP Net customers that add data (separate agreement required)					

<b>Authorization</b>	<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 Service Order Agreement.		
	Authorized Signature: _____	Title: _____	Date: _____

An invoice 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: 800.227.9640. Local: 651.222.6506. Fax: 651.222.6577. Email: iacpnet@theiacp.org.

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# IACP Net Order Terms and Conditions

The International Association of Chiefs of Police ("IACP") ("we", "our", "us") uses this document to establish the terms and conditions that apply when Customer ("you", and "your") orders IACP NET (Services) listed on the IACP NET Service Order accepted by us. **If you do not agree with these terms and conditions, you must not use the Services.** If you use the Services we furnish, that use will signify your acceptance of these terms and conditions.

## 1. Sale

The Services as available and constituted during the term of, and in accordance with, this Agreement, including specifically Article 7, Disclaimer of Warranty, Remedies and Limitation of Remedies, are sold to you.

## 2. Services

The following is a description of the Services:

a. You may access and search in an on-line interactive mode the computerized Services data base ("Data Base") by telephone and/or internet contact to our System. You will provide your own equipment and be responsible for any telephone and/or internet charges to the access point.

b. You will be supplied with a user identification and personal password. Depending upon the Services you selected you may enter public, private, Quest, and news message categories. You may also be included in a periodically distributed listing of IACP NET customers and in the on-line directory of identification codes.

c. You will receive support services from our staff via on-line messaging and a toll-free telephone number.

## 3. Term

This Agreement will become effective when accepted by us, and will remain in effect for an initial term of one year commencing 7 days after we send you your IACP NET Services validation notice. It will remain in effect for an initial term of one year and will automatically renew for additional one-year terms unless terminated by you or us upon at least 30 days written notice prior to the expiration of the then current term.

## 4. Charges

We have the right to change the charges after the initial one-year term with 30 days' written notice. You agree to pay us the total charges specified in this Agreement, in addition to any applicable taxes which may be invoiced to you. All initial charges are due and payable on the effective date. Charges for renewal terms will be invoiced prior to and are due and payable on the effective date as defined in section 3 above for the renewed term. You are not entitled to a refund of charges for any unused term under this Agreement.

You agree to pay or reimburse us for all sales, use, excise and other taxes and governmental charges which we are at any time required to pay or collect in connection with the sales or furnishing of the Service under this Agreement.

## 5. Responsibilities

a. You agree that all searching and access executed on our System will be exclusively in connection with the Services provided in this Agreement.

b. You agree to use the information obtained through the Services solely for your own purpose and application. You will not reproduce, copy, duplicate, reformat, distribute, sell or in any way commercially exploit the information. You may reproduce a limited number of copies of information obtained from the Services for your own internal use.

c. If claims of copyright infringements arise from your unauthorized use or duplication of copyrighted materials, you agree to defend and hold us harmless against claims of copyright infringement.

d. You are responsible for the confidentiality of your user identification and password, charge number, and/or personal messaging password(s). You agree to notify us immediately if these access codes have been lost or stolen, or if a person has unauthorized access to Services. Until notification, you are responsible for all usage of your Services account and resulting charges, and for any violations of this Agreement by anyone using the account.

## 6. Communications

If your selected Service includes communications or Quest-Response capabilities, and if you elect to communicate with other users in any public messaging category, including Quest, you agree to grant to us a nonexclusive royalty-free right and license for the information provided to use, perform, display, reproduce, distribute, prepare derivative works based thereon, and to grant sublicenses to others to do the same. The right of distribution includes the right to permit others to receive copies of the information provided.

## 7. DISCLAIMER OF WARRANTY, REMEDIES AND LIMITATIONS OF REMEDIES. YOU UNDERSTAND AND AGREE AS FOLLOWS:

a. The Services, including the data bases, will be made available on an "AS IS" basis without a warranty. We make no representations or warranties as to the accuracy, content or availability of the information contained on any data base or that the use of the information obtained from any data base will not infringe any patent, copyright, trademark or proprietary right of any third party.

b. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND EXCLUDED BY US.

c. We will not be liable for the loss or destruction of your messages stored on a data base as part of the Services.

d. Our entire liability and your exclusive remedies for our liability of any kind (including liability for negligence), for the Services covered by this Agreement and all other performance or nonperformance under or related to this Agreement are limited to a credit not to exceed the charges paid to us for the Services in question. If the Services become unavailable due to causes within our reasonable control, the form of credit referred to above will be, at our option, an extension of the current term of Services for a period equivalent to the period of unavailability. To be eligible for the extension, you must notify us as to the details of the unavailability within 7 days so that an appropriate extension may be made. This limitation of our liability does not apply to claims for personal injury and damage to tangible personal property caused solely by our negligence.

e. We will not be liable for any loss or damage caused by delay in furnishing the Services or any other performance under or related to this Agreement.

f. IN NO EVENT WILL OUR LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE.

## 8. General Provisions

a. You may not assign or otherwise transfer your rights or obligations under this Agreement or resell or allow third parties to use the Services or to distribute information you have obtained through the Services except with our prior written consent.

b. Virginia laws apply to this Agreement.

c. We have the right to change the description of Services and the terms and conditions of this Agreement upon expiration of the initial one-year term or the then current renewal term by giving at least 30 days' prior written notice.

d. If you do not make payment or otherwise do not fulfill your responsibilities under this Agreement, then we have the immediate right to terminate this Agreement, in which case, you will be due no refund for any unused term under this Agreement. Your obligation to pay all charges which have accrued will survive any termination of this Agreement. Our termination of this Agreement will be in addition to any other remedies we may have.

e. This Agreement supersedes all prior oral or written proposals and communications related to this Agreement between the parties. You acknowledge that you have not been induced to enter into this Agreement by any representations or statements, oral or written, not contained in this Agreement.

f. The terms and conditions of this Agreement prevail regardless of any order or other document submitted by you. Unless otherwise specified in this Agreement, this Agreement may not be changed except by written amendment signed by authorized representatives of the parties.

g. Your satisfaction is our objective in performing our obligations under this Agreement. If you are not satisfied with our performance, you agree to give us a written description of the problem and to make a good faith effort to amicably resolve the problem with us before bringing any action. No action under this Agreement may be brought by either party more than two years after the cause of action has accrued or in the case of any action for nonpayment, more than three years from the date the last payment was due.