



## ENROLLMENT FORM FOR LAW ENFORCEMENT 34079

Official Agency Name (must provide FULL name) ("Agency"): Long Beach, CA Police Department

Agency ORI Number: CA01941

Name of Chief of Police or Sheriff: Robert Luna Number of Sworn Officers: 806

Address: 400 W. Broadway City: Long Beach County: Los Angeles State: CA Zip: 90802

Estimated number of motor vehicle accident reports per year: 6,000

Enrollment in the CARFAX Police Crash Assistance Program ("Program") allows Agency access to the CARFAX Vehicle History Service ("VHS"), the CARFAX Investigative Data Sharing Program ("Data Sharing Program"), the CARFAX E-Commerce Program ("E-Commerce"), and such other programs that CARFAX may offer participants of the Program from time-to-time during the Term, in exchange for motor vehicle accident reports data created or collected by Agency.

Agency does **not** wish to access (please check all that are applicable):

- Investigative Tools
- Data Sharing Program
- E-Commerce

IN WITNESS WHEREOF, the parties have caused this Agreement (as defined on the following page) to be executed by their duly authorized representatives.

City of Long Beach Assistant City Manager

Carfax, Inc.

Signature: *TRW*

Date: 11/16/15

Signature: *Michael Irvine*

Date: 10/30/2015

Patrick H. West, City Manager  
EXECUTED PURSUANT  
SECTION 301 OF  
THE CITY CHARTER.

Michael Irvine, General Manager

Send completed form to: Elena Castor | EMAIL: [elenacastor@carfax.com](mailto:elenacastor@carfax.com) | FAX: 1-866-304-7523

APPROVED AS TO FORM  
Nov. 6, 2015  
CHARLES PARKIN, City Attorney  
By *Gary J. Anderson*  
GARY J. ANDERSON  
PRINCIPAL DEPUTY CITY ATTORNEY

*[Handwritten signature]*

HILLARY A WULFF  
NOTARY PUBLIC  
REG. #7539657  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES OCTOBER 31, 2017

**CARFAX<sup>®</sup> Police Crash Assistance Program Terms and Conditions**

These CARFAX<sup>®</sup> Police Crash Assistance Program Terms and Conditions ("Terms and Conditions"), any enrollment form signed by the Agency ("Enrollment Form"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and the Agency and govern Agency's participation in the Program. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter, and will continue in full force and effect so long as the Agency participates in the Program. Termination of Agency's subscription to any CARFAX service pursuant to the Program does not terminate any other CARFAX services to which Agency may have subscribed.

1. **Provision of Data.** Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that Agency is permitted to provide to CARFAX ("Accident Data"). Agency understands that in order to participate in E-Commerce, Accident Data must include substantially all data elements contained on the motor vehicle accident reports (to the extent permitted by applicable law). Agency understands that CARFAX relies on its sources for the accuracy and reliability of their information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to use any and all non-personal information from the Accident Data in connection with the VHS and any products and services offered by CARFAX, and include such information in the VHS database. Agency authorizes CARFAX to include any and all information from the Accident Data provided by Agency (including, without limitation, any personal information) in CARFAX's Crashdocs database ("Crashdocs") for use in connection for E-Commerce, and, to the extent Agency participates in the Data Sharing Program, to share such information with other law enforcement agencies. Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Accident Data within one (1) business day after such request. Agency understands that, in the event of any termination of Agency's participation in the Program, CARFAX may continue to use the Accident Data already acquired by CARFAX.
2. **Term and Termination.** Agency agrees that its participation in the Program will be effective from the date on which Agency provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the VHS and/or Crashdocs and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). CARFAX may terminate this Agreement immediately if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or should by their nature survive the termination of this Agreement shall so survive, including without limitation this last sentence of Section 2, the last sentence of Section 3, 5, 6, 7, 9, 10 and 11.
3. **License; Ownership.** Subject to the terms and conditions of this Agreement, CARFAX hereby grants to Agency a limited, revocable, nontransferable and nonexclusive license to use the (a) VHS to access the Investigative Tools (as defined below) and (b) Crashdocs to access Shared Reports (as defined below). The license to use the VHS and Crashdocs is limited to the extent required for criminal investigative purposes ("Permitted Use"). Agency acknowledges that the VHS, the Investigative Tools, Crashdocs and Shared Reports and all intellectual property relating thereto are and will remain the property of CARFAX.
4. **Agency Account.** Upon Agency's enrollment in the Program, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access (a) the VHS to obtain Investigative Tools and (b) Crashdocs to obtain the Shared Reports. Agency will ensure that only authorized representatives of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized representative of Agency, and Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with change in authorized personnel). Agency understands that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX-approved third party vendors to facilitate the Permitted Use).
5. **Security.** Agency acknowledges that Crashdocs may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Agency Account and/or accident report to those employees who have a need to know as part of their official duties; (b) ensuring that the Agency Account and accident reports are accessed for a Permitted Use only, and accident report information is not shared with any third party except as permitted by law and pursuant to the Agreement; (c) maintaining and complying with a data retention policy governing the security and retention of accident reports; and (d) maintaining an information security program that is designed to meet federal guidelines establishing standards for safeguarding PII, including, at a minimum, maintenance of an information security program that is designed to (i) ensure the security and confidentiality of the accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on accident reports; and (iii) protect against unauthorized access to or use of the data contained in accident reports. In the event of any actual or reasonably suspected breach of accident reports data, Agency will promptly notify CARFAX of such actual or suspected breach and will

fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data. Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such a breach of security and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with a breach of Agency's security, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of the breach or potential breach of security, and shall also notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required in CARFAX's reasonable discretion. Agency agrees that such notification shall not reference CARFAX or Crashdocs, nor shall CARFAX be otherwise identified or referenced in connection with the breach of security, without CARFAX's express written consent. Agency shall remain solely liable for claims that may arise from a breach of security, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with the breach of security, and to the extent that any claims are brought against CARFAX, Agency shall indemnify CARFAX from such claims. Agency shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to CARFAX for review and approval prior to distribution.

**6. Access to the VHS; Restrictions on Access and Use.** In consideration of Agency's authorization to include non-personal information contained in the Accident Data in the VHS, CARFAX will provide to Agency a free subscription to the VHS to access CARFAX Vehicle History Reports, QuickVIN<sup>®</sup>, VINAlert<sup>®</sup> and such other investigative tools that CARFAX may offer from time-to-time (collectively, "Investigative Tools"). Agency shall not: (i) sell the Investigative Tools or information derived from the Investigative Tools, (ii) permit the use of the VHS or the Investigative Tools by any third party, (iv) use or permit the use of the VHS or Investigative Tools in the operation of a service bureau, or (v) use the VHS or the Investigative Tools for purposes other than the Permitted Use, including without limitation for personal or unlawful purposes, or (v) upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of Crashdocs or the VHS or otherwise interferes with the functioning of Crashdocs as intended by CARFAX. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not: (A) provide such Investigative Tools or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the VHS, the Investigative Tools, or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers). CARFAX reserves the right, in its sole discretion, to discontinue, modify or terminate any aspect of the Investigative Tools at any time.

**7. Access to and Use of Data Sharing Program.** CARFAX will provide Agency with access to Crashdocs to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by current Data Sharing Program participants (collectively, the "Shared Reports") and any information contained in the foregoing for the Permitted Use only. Agency shall not, and shall not permit others, to directly or indirectly: (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Shared Reports or any information derived from the Shared Reports to any third party (except to the extent such Shared Report becomes part of Agency's criminal investigation record, subject to the state's open records laws), or (ii) search Crashdocs or use any of the Shared Reports or any information contained in the foregoing on behalf of any third party or for purposes other than criminal investigative purposes (including personal or unlawful purposes). CRASHDOCS, THE SHARED REPORTS AND ALL INFORMATION CONTAINED IN THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." Agency agrees that CARFAX's liability for damages relating to or resulting from Agency's participation in the Data Sharing Program, regardless of the form of action, shall not exceed the amount paid by the Agency for participation in the Data Sharing Program, if any. Except to the extent prohibited by applicable law, Agency will indemnify and hold CARFAX, its affiliates and their respective directors, officers, employees and agents harmless from any claims, suits or damages, either direct or indirect, arising out of the Agency's participation in the Data Sharing Program. Agency may terminate its participation in the Data Sharing Program upon thirty (30) days prior written notice to CARFAX. CARFAX reserves the right, in its sole discretion, to modify or terminate the Data Sharing Program at any time.

**8. CARFAX E-Commerce Program.** The Agency authorizes CARFAX to offer to sell and sell accident reports online to the extent permitted by applicable law. Agency agrees to: (i) include on its web site(s) and social media site(s) one or more hyperlinks to Crashdocs unless the Agency notifies CARFAX in writing that it wants to opt out of this requirement, (ii) direct entities that want to purchase its motor vehicle accident reports to Crashdocs, (iii) direct all calls that Agency receives relating to CARFAX or Crashdocs to 1-800-990-2452 or such other phone number designated by CARFAX, and (iv) authorize CARFAX to issue press releases and public statements relating to the Agency's participation in the Program, unless the Agency notifies CARFAX in writing that it wants to opt out of this requirement. CARFAX will pay Agency the Reimbursed Fee for each accident report sold to Crashdocs' corporate subscribers and/or referrals made by Agency. Agency will notify CARFAX in writing of any change to the then-current Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice. Notwithstanding any other provision of this Agreement, in no event will Agency require a higher Reimbursed Fee when accident reports are sold through CARFAX than a citizen would be required to pay when an accident report is purchased directly from the Agency. Within thirty (30) days after the end of each calendar month, CARFAX will provide the Agency a payment equal to the

number of accident reports purchased by Crashdocs' corporate subscribers and/or referrals directed to Crashdocs by Agency in the prior calendar month multiplied by the applicable Reimbursed Fee.

9. Disclaimers; Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the VHS, Crashdocs, the Investigative Tools and Shared Reports and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the VHS, Crashdocs, the Shared Reports, the Investigative Tools or any information contained therein, and CARFAX will not be liable for any loss or injury caused, in whole or part, either by its negligence or circumstances beyond its control in procuring, compiling, collecting, interpreting or making available the VHS, Crashdocs, the Shared Reports or the Investigative Tools. Agency understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to other parties. Agency also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the VHS, Crashdocs, the Shared Reports or the Investigative Tools. Agency acknowledges that the VHS, Crashdocs, the Shared Reports, and the Investigative Tools do not provide any conclusions regarding the condition of any vehicle, and Agency assumes full responsibility with respect to its decisions and transactions using the VHS, Crashdocs, the Shared Reports and the Investigative Tools. CARFAX MAKES AND THE AGENCY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARFAX DOES NOT GUARANTEE THAT THE VHS, CRASHDOCS, SHARED REPORTS OR THE INVESTIGATIVE TOOLS WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE VHS CRASHDOCS, SHARED REPORTS OR THE INVESTIGATIVE TOOLS MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. CARFAX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY USE OF THE VHS, CRASHDOCS, SHARED REPORTS OR INVESTIGATIVE TOOLS.

10. Limitation of Liability; Indemnification. Agency agrees that CARFAX's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid by the Agency for the Investigative Tool or Shared Report in question, as applicable. This shall be Agency's exclusive remedy. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except to the extent prohibited by applicable law, the Agency will indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits or damages, either direct or indirect, arising out of the Agency's use of the VHS, Crashdocs, a Shared Report, or the Investigative Tools for any purpose other than the Permitted Use or in a manner otherwise prohibited by this Agreement.

11. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

12. Entire Agreement; Modification; Assignment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted here and incorporated into the Agreement. Agency's continued use of the VHS or participation in the Data Sharing Program, as applicable, will be deemed acceptance thereof. The Agency shall not assign this Agreement without the prior written consent of CARFAX.