



SUBSCRIBER AGREEMENT FOR TRADS SERVICES

Full Legal Name of Company: ("Subscriber")	Galveston County
Doing Business As (d/b/a): (if applicable)	
Physical Address:	

THIS SUBSCRIBER AGREEMENT FOR TRADS SERVICES (the "Agreement") is entered into between Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and is effective as of the later of the date on which Subscriber has satisfactorily completed TRADS' subscriber credentialing requirements or the date below.

- Subscriber understands and agrees that TRADS offers public record and proprietary information services and other products and services (the "TRADS Services") that may contain sensitive information that is governed by applicable state and federal laws, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) ("GLBA") and the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA"), all of which Subscriber certifies to comply.
- TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA.
- The term and pricing for the selected TRADS Services will be agreed to in writing in a pricing supplement or addendum, incorporated by reference herein as **Exhibit B**. Subscriber agrees to pay TRADS all applicable fees and charges for the TRADS Services within thirty days of the date of each invoice. All other TRADS Services are subject to TRADS' then-current fees and charges, which may change from time to time. If TRADS provides a free trial of the TRADS Services, Subscriber's access to the TRADS Services during any such free trial shall be subject to all terms of this Subscriber Agreement and the Terms and Conditions.
- Unless provided otherwise, either party may terminate this Agreement at any time for any reason upon notice to the other party.
- The online Additional Terms and Conditions located at <http://www.TLO.com/termsandconditions> (the "Terms and Conditions") are incorporated herein by reference as amended in **Exhibit A**. This Agreement, which includes the incorporated Terms and Conditions and any attachments hereto, constitutes the entire agreement between the parties, and supersedes and replaces all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the Terms and Conditions. The undersigned hereby certifies their authority to execute this Agreement on behalf of the Subscriber and that the statements provided in this Agreement are true and correct.

Authorized Signature: 	Date: May 11, 2026
Print Name of Authorized Signer: Mark Henry	Title: County Judge

EXHIBIT A
Subscriber Agreement Additional Terms and Conditions

TLO Subscriber Agreement Additional Terms and Conditions

These Terms and Conditions are incorporated into the Subscriber Agreement (the "Agreement," as may be amended, supplemented and/or modified from time to time), and constitute the entire agreement between Subscriber and TRADS.

1. **Restricted License.** TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") grants to Subscriber (and any Permitted Users, defined below) a restricted personal, non-exclusive, non-transferable, non-sublicensable, revocable license to obtain and use the TRADS Services and the information derived from the TRADS Services ("Services Information") in compliance with the terms of the Agreement and all applicable laws, rules, regulations and regulatory directives, including any permissible use certifications. Subscriber agrees that its use of the TRADS Services and Services Information (i) will comply with the Agreement, these Terms and Conditions, and all applicable laws, rules, regulations and regulatory directives; and (ii) will be consistent with the purpose(s) for which the TRADS Services and Services Information are provided as specified in the solicitation, request for proposal, contract award, request for information, or any other method through which Subscriber engages with TRADS. Failure to comply with the terms of the Agreement and/or applicable laws, rules, regulations and regulatory directives may result in immediate suspension and/or termination of your access to and use of the TRADS Services, in TRADS' sole discretion. Certain elements of the TRADS Services require compliance with specific terms, defined below. If there is a conflict between this Agreement and any state-specific requirements, the state-specific requirements shall prevail solely to the extent there is a conflict with the terms of this Agreement.

2. **Permitted Users.** Subscriber may identify authorized users of the TRADS Services ("Permitted Users"). Subscriber shall be solely responsible for such Permitted User's actions or omissions and understands and agrees that its Permitted Users shall not be able to take any action against TRADS regarding any claim based under this Agreement. Subscriber is used throughout this Agreement as meaning Subscriber and any Permitted Users.

3. **Fees and Payment.** Subscriber agrees to pay the fees and charges for the TRADS Services provided to Subscriber under the Agreement as set forth in a supplemental document executed by both parties ("Addendum") within thirty (30) days of the invoice date. If Subscriber in good faith disputes any fees on an invoice, Subscriber must notify TRADS in writing of the reasons for, and the amount of, such dispute, within thirty (30) days of the date of invoice. In such event, Subscriber may only withhold payment of the amount in dispute and will pay all undisputed amounts when due. The parties shall work in good faith to resolve any disputed fees within sixty (60) days from the date of invoice, and Subscriber shall pay any such disputed fees immediately upon resolution of the dispute. Unless otherwise agreed to by the parties, all fees under the Agreement are non-refundable, in whole or in part, in the event of a termination of the applicable Addendum or the Agreement. Unless otherwise agreed to by the parties in a supplemental document, TRADS reserves the right to change the fees and charges from time to time, but no change in such charges is effective as to Subscriber earlier than thirty (30) days after written notice is provided to TRADS.

a. **Surcharges and Third-Party Costs.** In the event that TRADS's cost of rendering the TRADS Services increases as a result of laws, ordinances or other regulatory, administrative or governmental acts, then TRADS may implement a surcharge subject to the following: (i) any surcharge will be applicable generally to TRADS's similar customers; (ii) TRADS will provide sixty (60) days prior written notice to Subscriber prior to implementing any new surcharge; and, (iii) any surcharge will be applied only to the TRADS Services affected by the law, ordinance or other regulatory, administrative or governmental act. TRADS reserves the right to increase the price of any third-party scores or data provided as part of the TRADS Services if the corresponding third-party royalty or fee increases.



- b. **Overdue Charges.** Without limiting any of TRADS's remedies for non-payment or late payment of invoices, unless subject to a good faith dispute, amounts which are not paid within sixty (60) days of the invoice date shall be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorneys' fees.
- c. **Billing Agent.** Subscriber may, at Subscriber's discretion, elect to engage a billing agent authorized by TRADS ("Billing Agent") for the purpose of billing and collecting Subscriber's applicable fees and charges for the TRADS Services, including any taxes, duties, and other charges imposed by any governmental entity for such TRADS Services. Upon written notice to TRADS for such engagement, including Subscriber's and/or Billing Agent's provision of necessary information to implement Subscriber's engagement of the Billing Agent, and TRADS' approval thereto, Subscriber acknowledges and agrees that it will be billed by, and shall remit payments to, the Billing Agent. Subscriber authorizes the Billing Agent to receive, or have access to, Subscriber's account administration functions (such as, user additions/removals) and transaction history for purposes of the Billing Agent to perform its obligations hereunder. TRADS may, at TRADS' discretion, revoke its authorization of Subscriber's utilization of the Billing Agent upon notice to Subscriber, and accordingly, Subscriber agrees to thereafter pay TRADS all fees and charges for the TRADS Service.
4. **Predictive Attributes.** If Subscriber receives any TRADS Services including predictive attributes, Subscriber hereby certifies that the predictive attributes are used only for the following permitted uses: (i) fraud prevention, (ii) institutional risk control, and/or (iii) identity verification.
5. **Driving Violations Services.** If Subscriber receives any Driving Violations Services, Subscriber enters into an agreement with Drivers History Information Sales LLC ("DHI") through TRADS, as agent for DHI, into which Sections 2-11 and 22-37 of these Terms and Conditions are incorporated by reference; provided each reference to "TRADS" in such provisions shall mean "DHI", and each reference to "TRADS Services" shall mean "Driving Violations Services". The Driving Violations Services are provided by DHI. DHI makes no representations or warranties, expressed or implied, regarding the accuracy, completeness or timeliness of the Services Information or the results to be obtained with the Services Information, or that the Services Information has been scrubbed against any regulatory or self-regulatory registry. DHI hereby disclaims all express and implied warranties with respect to the Services Information. Except as expressly set forth in this Agreement, DHI and its third-party providers shall have no liability whatsoever to Subscriber or any third party with respect to the Services Information or this Agreement. Subscriber agrees to indemnify and hold DHI, and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, members, employees, contractors, agents, representatives, successors and assigns, harmless from and against any claims, charges, demands or suits instituted against DHI and its third party data providers arising out of or resulting from Subscriber's: (i) failure to comply with the terms and conditions of this Agreement; (ii) violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order with regard to the subject matter of this Agreement; (iii) any actual, potential or threatened unauthorized access to or use of the Services Information; (iv) any use of the Services Information by individuals or entities that obtain access to the Service Information through or from Subscriber, which have not been authorized by this Agreement to have access to and/or use the Services Information; or (v) its use of or negligent maintenance of the Services Information. If liability is imposed on DHI, Subscriber agrees that DHI's total liability for any or all of the Subscriber's losses or injuries resulting from DHI's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount the Subscriber paid to DHI for the particular Services Information which is the subject of the alleged breach. Subscriber agrees it will not sue DHI or any third party for any amount greater than such amount and that it will not seek punitive damages in any suit against DHI or any of its third-party providers. Except where expressly noted to the contrary, in no event shall DHI be liable for any indirect, incidental, special, exemplary, punitive, consequential or other damages whatsoever



(including, but not limited to, liability for loss of profits), even if advised of the possibility of such damages, without regard to the form of any action, including but not limited to contract, negligence or other tortious actions, arising out of or in connection with this Agreement or the data. Subscriber also agrees to give DHI immediate written notice of all actions, claims, losses or damages arising out of its use of the Services Information. Certain states providing data incorporated into the Driving Violations Services mandate the delivery of the following state-specific terms. Subscriber certifies that it will review such terms upon each receipt of the Driving Violations Services.

- a. **Arkansas Administrative Office of the Courts.** The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Courts (AOC) is not the official custodian of any case record and provides only copies of data entered or provided by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record's accuracy, contact the clerk of the court of record.
- b. **Arizona Supreme Court, Administrative Office of the Courts; Pima County Consolidated Justice Court; Maricopa County Justice Courts; Mesa Municipal Court.** The data provided is based on data obtained from the Arizona Supreme Court, Pima County Consolidated Justice Court, Maricopa County Court, Mesa County Court, and other judicial Arizona courts. Neither the Arizona Supreme Court, the Administrative Office of the Courts, nor any other courts of the state of Arizona provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at the court of origin. All copies of the data must be purged, updated, or restricted upon notice from the Arizona Courts and certified as such to the Arizona courts.
- c. **Illinois Circuit Court of Cook County.** The data provided is based on the latest data obtained from the Circuit Court of Cook County, Illinois. The Court does not warrant the accuracy, completeness, or currency of this data. This data is not and may not be represented as an official record of the Court or of the Clerk. The official court record may be found in hard copy files held and maintained by the Clerk. The Clerk provides no warranties, express or implied that the information or data is accurate, complete, or correct.
- d. **Illinois Counties on the Clericus Magnus Network (Jano Technologies).** The recipient of the data has no recourse against the Illinois counties or the Clericus Magnus Network (Jano Technologies) based on the contents of the data or for any restrictions, whether new, old, or unanticipated, as to what data is available, when the data is available, and/or the response times for access to the data.
- e. **Indiana Supreme Court: Division of State Court Administration.** The data or information provided is based on information obtained from multiple Indiana Courts. It is the user's responsibility to verify the information by personally consulting the official record maintained by the Indiana court in question. The Indiana Office of Judicial Administration and the Indiana Courts and Clerk of Courts: 1) Do not warrant that the information is accurate or complete; 2) Make no representation regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the resale or use of the information.
- f. **Minnesota Judicial Branch.** The data are provided "as is" as of the preparation date indicated by the State and that recent entries made by court staff may not be immediately reflected in the data. The State, DHI and TRADS do not assume any liability for inaccurate or delayed data, errors, or omission and user relieves such parties from all such liability. Users assumes all risk and liability for verification, use, and misuse of the data. Users may verify the accuracy and public status of the data by logging in to the State's public access portal at www.mncourts.gov or visiting a public access terminal at any State courthouse.

g. **North Carolina Administrative Office of the Courts.** Neither TRADS, nor DHI, is affiliated with the judicial branch of the State of North Carolina or with the North Carolina Administrative Office of the Courts (NCAOC) and cannot provide a certified or other official record of any court proceeding. The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The NCAOC is not the official custodian of any case record and provides only copies of data entered by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The NACOC does not warrant the accuracy of the data. To verify a record's accuracy or to obtain an official copy of a record of any court proceeding, contact the clerk of the county of record.

h. **North Dakota Supreme Court.** The data or information provided is based on information obtained from the North Dakota District Courts. The Court Administrator and the North Dakota Supreme Court: (a) Do not warrant the information as accurate or complete except for court purposes; (b) Make no representation regarding the identity of any persons whose names appear in the records; and (c) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record reposing at the district court.

i. **Oregon Judicial Department.** The transferred database files are not official records of the court and may not reflect the most current disposition activity. Users should verify the data by consulting the "official" record maintained by the court of record. The official custodian of all official circuit and appellate court records in Oregon is the clerk or court administrator of the respective circuit and appellate court. The official court records are the OECl and ACMS data repository systems themselves.

j. **Pennsylvania Courts, Administrative Office.** The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts ("AOPC"). AOPC makes no representation as to the accuracy, completeness, or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use of this information is at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. User should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained. The information received from AOPC is not the official case record. Official case records are maintained by the court in which the record was filed.

k. **Seattle Municipal Courts.** The data made available here has been modified for use from its original source, which is the City of Seattle. Neither the City of Seattle nor the Office of the Chief Technology Officer (OCTO) makes any claims as to the completeness, timeliness, accuracy or content of any data contained in this application; makes any representation of any kind, including, but not limited to, warranty of the accuracy or fitness for a particular use; nor are any such warranties to be implied or inferred with respect to the information or data furnished herein. The data is subject to change as modifications and updates are complete. It is understood that the information contained in the web feed is being used at one's own risk.

l. **Utah Administrative Office of the Courts.** The data provided is based on the latest data obtained from the Utah Administrative Office of the Courts. Neither the Administrative Office of the Courts, nor any other courts of the State of Utah, provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at the court of origin.

m. **Washington Courts, Administrative Office.** The information or data provided is based on information obtained from the Administrative Office of the Courts and the Washington Courts. The Administrative Office of the Courts, the Washington Courts, and the Washington County Clerks: 1) do not warrant that the information is



accurate or complete except for court purposes; 2) make no representation regarding the identity of any persons whose name appear in the Index; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the "official" record reposing at the court of record.

n. **Wisconsin Circuit Courts.** Wisconsin Circuit Court information provided is only a snapshot of the information accessible in the case management system on the date the information is obtained by DHI. Notice to Employers: It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. An employer may refuse to hire an applicant based on a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see Wisconsin Statue 111.335 and the Department of Workforce Development's Arrest and Conviction Records under the Law publication.

o. **Wyoming Department of Transportation.** The information shall be maintained in accordance with safeguards and procedures to ensure the security and protection of the data. Minimum security measures include controlling access to data storage and production areas, secure destruction of data, and other reasonable security measures. Notice to Employment Users: Employers may only retain the information in an employee's employment historical file. Notice to Insurance Users: The Information may only retain the information as long as necessary to conduct insurance business.

6. **Motor Vehicle Reports.** If Subscriber receives any motor vehicle report services (collectively, "MVR Services"), Subscriber hereby enters into an agreement with Datalink Services, Inc. ("Datalink") through TRADS, as agent for Datalink, into which the following Sections 1-3 and 14-26 of this Agreement are incorporated by reference; provided each reference to "TRADS" in such provisions shall mean "Datalink", and each reference to "TRADS Services" shall mean "MVR Services". In addition, the following terms and conditions shall apply:

a. **Authorized Requests.** Subscriber shall use the MVR Services and Services Information: (i) solely for the Subscriber's certified, exclusive one-time use and shall not request, obtain or use MVR Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing Services Information to any other party, whether alone, in conjunction with Subscriber's own data, or otherwise in any service which is derived from the MVR Services. Subscriber shall not transfer MVR Services and Services Information outside of the United States. MVR Services shall be requested by Subscriber's Permitted Users having a need to know and only to the extent necessary to enable Subscriber to use the MVR Services and Services Information. Subscriber shall investigate any allegations of misuse of the MVR Services in full cooperation with Datalink and/or its third-party providers of such data, including at the request of a state or government official.

b. **Oklahoma State Specific Requirements.** Subscriber must maintain commercially reasonable procedures to protect Services Information derived from the MVR Services related to or in connection with the state of Oklahoma ("Oklahoma MVR Services") that include, but are not limited to, background investigations of Permitted Users authorized to access Oklahoma MVR Services and execution of confidentiality and non-disclose agreements by such employees or other individuals with authorized access. Subscriber shall report any breach of security or confidentiality of Oklahoma MVR Services to Datalink and the State of Oklahoma no later than twenty-four (24) hours after discovery.

7. **Death Master File ("DMF") Data.** Certain data provided by TRADS as part of TRADS Services may include information obtained from the Limited Access Death Master File (LADMF) made available by the US Department of Commerce National Technical Information Service (NTIS) and subject to regulations found at 15 CFR Part 1110. All TRADS subscribers are required to comply with all applicable laws and, if Subscriber is granted access to LADMF data, Subscriber certifies compliance with 15 CFR 1110. Subscriber's failure to comply with 15 CFR Part 1110 may subject Subscriber to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.



8. **TruValidate Services.** Subscriber certifies that a) Subscriber and/or a Subscriber customer is the user of any of the TruValidate non-FCRA fraud prevention services (the "TruValidate Services"); and b) Subscriber and/or a Subscriber customer (and their respective employees) will request, obtain and use such TruValidate Services only in the normal course of business to verify the accuracy of information submitted by the consumer and if it is not correct, to obtain the correct information, but only to protect against or prevent actual fraud, unauthorized transactions, claims or other liability. Subscriber and/or Subscriber customers shall not use the TruValidate Services: i) as a factor in establishing a consumer's eligibility for credit, insurance, health care, employment, or for any other "permissible purpose" as defined by the FCRA; ii) to take any "adverse action," as defined by the FCRA, against any consumer; iii) as a factor in establishing an individual's creditworthiness or eligibility for credit, insurance, or employment, nor for any other purpose under the FCRA. Some TruValidate Services are provided for Subscriber's internal use only, and Subscriber shall not: (i) interfere with or disrupt the integrity of performance of the TruValidate service or the data contained therein; or (ii) attempt to gain unauthorized access to the TruValidate service or its related systems or networks. If any TruValidate Service is determined by a court of competent jurisdiction and/or other governing regulatory authority to contain Consumer Reports as defined in the FCRA, Subscriber certifies that Subscriber or Subscriber's customer(s) (as applicable) will request and use the TruValidate Services solely for a permissible purpose as defined under the FCRA.

a. **TruValidate Device Risk and Digital Identity Risk.** Subscriber shall assign the appropriate technical resources for integrating and testing Device Risk and Digital Identity Risk who will i) determine the unique identifier that will be used; ii) participate in training to utilize Device Risk, place evidence in the system and reporting; iii) establish initial business rules and evidence types to be used to report fraud; iv) regularly identify data trends and anomalies and work with TRADS to evaluate and refine business rules. Subscriber shall actively participate in the shared Device Risk database and shall regularly and diligently report Feedback Data into the Device Risk system. At additional cost to Subscriber, TRADS may assist Subscriber in developing new business rules and refining business rules ("Rules Optimization"). Subscriber may, but is not obligated to, enable TRADS proposed rules. Fees associated with any Rules Optimization performed by TRADS will be included in an applicable pricing addendum or statement of work.

b. **TruValidate Phone Verification and TruValidate One-Time Passcode.** Prior to requesting a One-Time Passcode, Subscriber shall provide its customers any and all disclosures or explanations required under applicable law concerning the customers' utilization of One-Time Passcode, including, but not limited to, those disclosures regarding additional data fees and text messaging and/or phone call rates. Subscriber agrees that TRADS will in no way be liable for Subscriber's failure to provide such disclosures or explanations, or for failing to obtain all required consents and authorizations. Subscriber shall not, and shall not permit any employee or third party to, use Phone Verification and/or One-Time Passcode to transmit: (a) unsolicited, including without limitation, unauthorized "bulk" messages; (b) a cause of the introduction or "viruses", "worms", "Trojan Horses", "e-mail bombs", "cancelbots" or other similar computer programming routines into TRADS's or its service providers' platform; (c) unlawful; (d) infringes the intellectual program rights of any person; or (e) executes, initiates or causes "phishing" or social engineering activities.

c. **TruValidate Document Verification.** Subscriber acknowledges that to utilize the Document Verification services, Subscriber will collect certain information, as further described in the Documentation, which may include biometric information and identifying documents ("Document Verification Information") from Subscriber's customers. Prior to collecting any Document Verification Information from any of its customers, Subscriber shall obtain and secure any required consents and authorizations from its customers ("Consent Records"). As part of obtaining such records, Subscriber must i) notify its customers as to the purpose for collecting the Document Verification Information; ii) notify its customers that Document Verification Information will be shared with certain third parties as needed to perform the Document Verification services; and iii) obtain consent from its customers allowing the



collection, use, and storage of such Document Verification Information by Subscriber, TRADS, and other third parties who process data to perform Document Verification services. Subscriber agrees to maintain all Consent Records in an electronic format for a period of five (5) years and shall promptly make such electronic records available for inspection by TRADS upon TRADS's reasonable request. For the avoidance of doubt, Subscriber's obligations to store Subscriber Consent Records will survive termination of this Addendum or any Agreement to which Document Verification is subject. Subscriber shall not submit identifying documents from any country except the United States.

d. **Secure Sockets Layer Certificate.** If Subscriber elects the option to obtain Secure Sockets Layer Certificate hosting as part of the TruValidate Services, Subscriber must purchase from a third-party provider (a "Certificate Authority") and deliver to TRADS, for TRADS to deliver such to the third-party service provider, for installation on the service provider's server cluster, a Secure Sockets Layer Certificate to authenticate the Subscriber's website (a "Certificate"). Subscriber represents and warrants that it has all the rights necessary to deliver the Certificate to TRADS for delivery to the third-party service provider and the third-party service provider has the right to install the Certificate on the service provider's server cluster as necessary to provide the enhanced profiling service. Subscriber will provide to TRADS for delivery to the third-party service provider a list of any information required by the Certificate Authority that may be necessary for the third-party service provider to install the Certificate on the service provider's server cluster. Any such information provided by the third party service provider constitutes the third-party service provider's confidential information, which Subscriber may disclose solely to the Certificate Authority provided that the Certificate Authority is subject to adequate confidentiality restrictions. If Subscriber fails to maintain its license to the Certificate, Subscriber may receive an error notification indicating that the Certificate has expired, and the action executed may not be secure or accurate. Subscriber has the sole responsibility to maintain the license for the Certificate, and Subscriber assumes all risk arising out of or relating to Subscriber's failure to maintain the license for the Certificate.

9. **Real-time Phone Carrier Search.** Subscriber shall use the Real-time Phone Carrier Search product or information obtained therefrom in compliance with the Direct Marketing Association's Privacy Promise and other applicable industry standards. Subscriber shall not use the Real-time Phone Carrier Search product or information obtained therefrom in any way i) that may violate rights of publicity or privacy of any individual whose personally identifiable data is retrieved; ii) if Subscriber is a telephone solicitor doing business in Massachusetts or Connecticut and using the data provided by TRADS exclusively for the initiation of a telephone call or message to encourage the purchase or rental of, or investment in, property, goods or services, that is transmitted to a consumer; or (iii) will violate applicable laws or governmental regulations, including, without limitation, "do not call" legislation, consumer protection, securities, child pornography, obscenity, data privacy, data transfer and communications laws, export laws, or any other applicable international, federal, state or local laws or regulations.

10. **Real-time Incarceration and Arrest Search.** Subscribers use of TRADS' Real-time Incarceration and Arrest Search product is to be used for investigative purposes, including collections, skip tracing, and corporate due diligence purposes, and may not be used for program integrity (that is, integrity of public assistance programs to detect and deter fraud, waste and/or abuse and confirm compliance with applicable law) or for regulatory licensing purposes, without the prior written consent of TRADS.

11. **CARFAX Vehicle History Reports.** TRADS' CARFAX's vehicle history report (the "CARFAX Vehicle History Report") is generated by CARFAX through a CARFAX service that provides information regarding motor vehicle transactions (the "CARFAX Vehicle History Service"). Subscriber may use the CARFAX Vehicle History Report solely for the purpose of evaluating a vehicle for its internal business purposes and in no event may Subscriber use such information as a factor in evaluating any consumer's eligibility for credit, insurance, employment or any other permissible purpose under the FCRA. Subscriber shall not resell, redistribute, compile, alter or disseminate the



CARFAX Vehicle History Report in any way to any third party. Subscriber understands and acknowledges that (i) CARFAX is not a consumer reporting agency; (ii) the CARFAX Vehicle History Report only includes data regarding vehicles and has no bearing on any consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living; (iii) CARFAX collects data from public records and other sources to generate the CARFAX Vehicle History Report, and such information may contain errors and omissions and that errors can occur in data transmission; (iv) CARFAX does not guarantee the accuracy or completeness of the CARFAX Vehicle History Report; (v) CARFAX shall have no liability for errors or omissions with respect to the CARFAX Vehicle History Report or any information received through the CARFAX Vehicle History Service; (vi) information that is available for some jurisdictions may not be available for other jurisdictions and that CARFAX may not have access to some information that may be available to other parties; (vii) there may be a period of time between CARFAX's receipt of information and its inclusion into the CARFAX Vehicle History Service; (viii) CARFAX does not provide any conclusions regarding the condition of any vehicle; (ix) it will exercise its own independent judgment in determining the applicability, accuracy, reliability and suitability of the CARFAX Vehicle History Report for the permitted use, and Subscriber assumes full responsibility with respect to Subscriber's decisions and transactions using the CARFAX Vehicle History Report. If Subscriber or its Permitted Users notifies CARFAX when Subscriber believes there may be an error(s) in any CARFAX Vehicle History Report, CARFAX agrees to research any potential errors in the data, and Subscriber agrees to provide assistance and cooperation to CARFAX as necessary for CARFAX's research into such error(s). CARFAX MAKES AND SUBSCRIBER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall CARFAX be liable for lost profits or special, indirect, incidental, consequential, punitive or exemplary damages arising under or in connection with the use of the CARFAX Vehicle History Report by Subscriber, or the performance of, or failure to perform, any obligations hereunder, even if CARFAX has been advised of the possibility of such damages. Subscriber understands and agrees that CARFAX will have no liability to Subscriber in connection with the CARFAX Vehicle History Report. Subscriber acknowledges and agrees that the CARFAX Vehicle History Report is a third-party product and/or service and that TRADS does not compile, produce, prepare, report, or provide the CARFAX Vehicle History Report.

12. Verified Place of Employment (POE) Reverification and/or Credit. Subscriber may use TRADS' Verified POE Services subject to the following additional terms and conditions. If Subscriber determines that any Verified POE information provided is inaccurate, Subscriber must notify TRADS of the inaccuracy within thirty (30) days of receipt of the Verified POE Information at issue from TRADS. The notice must describe the inaccuracy in detail to permit TRADS to investigate the matter. If the Verified Information at issue pertains to place of employment, the notification shall include, at a minimum, the reason for the inaccuracy accompanied by the Verified Information returned by TRADS. Within fourteen (14) days of TRADS's receipt of notification from Subscriber with the required information, TRADS will review, reverify and respond to Subscriber. Subscriber will promptly provide additional information as is reasonably request by TRADS to permit TRADS to conduct its review and reverification of the Verified Information at issue. If the Verified Information at issue is determined by TRADS to be inaccurate (such as, a false positive), Subscriber will receive a credit for applicable fee paid by Subscriber for such Verified Information. Such credit will be applied in the form an invoice credit on the next billing invoice.

13. Prefill. Subscriber may use the TRADS Services and Services Information for Prefill Use subject to the following additional requirements:

a. **Verification Step.** Subscriber's process flow must include a consumer and/or device verification step (i.e., prior to any information being prefilled) using industry-standard, commercially reasonable and appropriate measures to prevent fraud, misuse and/or unauthorized access, including, for example, two (2) factor authentication, with a text



message being sent to the consumer with a unique code, which the consumer would then enter to confirm they own the device.

- b. **Consumer Consent for GLBA Data; No DPPA Data.** If Subscriber desires to receive GLBA-regulated data from the TRADS Services, Subscriber's GLBA permitted use must be as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer. Subscriber must obtain the consumer's consent to prefill information about such consumer on an application or form, prior to any information prefilled. The consent screen, page or pop-up must appear / be presented very close in time to the form or application being presented for prefill. Services Information from the TRADS Services that is subject to the DPPA may not be used for Prefill Use.
- c. **Ancillary Display.** The information obtained by Subscriber for Prefill Use may only be displayed to the specific consumer that provided their consent for prefill in furtherance of the specific purpose for which it was obtained; that is, prefilling the application or form, and not displayed, provided, and/or used for any other purposes whatsoever.
- d. **Subjects Returned on Output.** If multiple subjects (that is, more than a single identifiable subject) are returned for Subscriber's search query results from the TRADS Services, then Subscriber may not use the Services Information for Prefill Use. Rather, Subscriber is required to ask the consumer for additional information to refine the search query results to a single identifiable subject to use Services Information for Prefill Use.
- e. **Information for Prefill.** If provided directly to the consumer, Subscriber may use the following information for Prefill Use once the consumer has been successfully authenticated: i) Top ranked Name(s); ii) Up to top 3 ranked Address(es); iii) Up to top 3 ranked Phone(s) and Phone Type(s); iv) Up to top 3 ranked Email(s); v) Age or DOB-Year; vi) SSN; and vii) Gender for Healthcare use only. DOB and SSN data-masking requirements do not apply for Prefill use. If provided to a Subscriber representative, such as a call center agent, Subscriber may only use the following information for Prefill Use: i) Name(s); ii) Address(es); iii) Phone(s), phone type; iv) Email(s); v) Age; vi) DOB; and vii) SSN. No other information obtained from the TRADS Services may be used for Prefill Use.
- f. **Independent Verification of Information.** If the application or form for which Services Information is being used for Prefill Use progresses to a process that is subject to the FCRA—such as, for example, a loan, underwriting or other decisioning process, then the information that was prefilled on such application or form using Services Information must be confirmed and/or verified with the consumer directly and/or using data obtained from other sources.
- g. **Separate Sub-Account.** For Prefill Use, Subscriber must access through a separate TRADS user account (sub-account) from the primary TRADS user account (master account) Subscriber's uses to access the TRADS Services and Services Information. Subscriber shall cooperate with TRADS in setting up and activating such separate user account. Prefill Use activity shall only be run through such separate (sub) account, and not through the primary (master) account.

14. Access, Use and Security Requirements.

- a. **Access.** TRADS Services, including those accessed via VPN, may only be accessed from physical locations located within the United States unless TRADS provides advance written consent. TRADS reserves the right to immediately suspend or terminate the TRADS Services if Subscriber accesses the TRADS Services or Services Information from outside the United States. TRADS reserves the right to determine the equipment or software required to access the TRADS Services. Subscriber will: (i) control, track and monitor access to the TRADS Services by Subscriber using reasonable and appropriate administrative, technical, and physical security safeguards; (ii) prevent any access or use not in conformance with this Agreement; (iii) maintain records sufficient to demonstrate compliance with its obligations under this Agreement; and (iv) meet any minimum access,



authentication and security requirements TRADS may require, as may be modified over time. TRADS may use one or more cloud providers in connection with the provision of the TRADS Services.

b. **API.** Subscriber may be able to access the TRADS Services via TRADS' application programming interface ("API") if Subscriber implements, updates and maintains access to TRADS' interface. Subscriber agrees to comply with current Payment Card Industry (PCI) session encryption standards (currently Transport Layer Security (TLS) 1.2 or higher), as well as any additional minimum security requirements TRADS may require, as may be modified by TRADS from time to time. Unless otherwise agreed to in writing by TRADS, Subscriber shall engage a nationally-recognized, industry-leading third party at least annually to conduct a SOC 2 Type II (or equivalent) audit and independent penetration tests of such Party's external-facing network, internal environment, and applications. Subscriber shall use commercially reasonable efforts to promptly implement any changes to the minimum-security requirements and agrees to re-certify its compliance at TRADS' request.

c. **Use.** Subscriber shall not use the TRADS Services and/or Services Information for any impermissible purpose under applicable laws or regulations. Subscriber's use of the TRADS Services and Services Information must comply with the terms of this Agreement. Subscriber may not identify TRADS as the source of the Services Information, and the TRADS Services may not be delivered or resold to or filed with third parties. Subscriber shall not, directly or indirectly, i) copy, decompile, disassemble or otherwise reverse engineer any part of the TRADS Services; ii) modify, translate, or otherwise create any derivative works based upon the TRADS Services; iii) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the TRADS Services or any materials derived therefrom, in whole or in part, to any third party for any purpose other than as expressly permitted in this Agreement; or iv) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the TRADS Service. Subscriber represents and warrants it has the right and/or authorization to provide and/or make available any and all inquiry data and/or input data, including, but not limited to, data obtained from third parties to TRADS for its use in providing the TRADS Services.

d. **Security.** Subscriber shall implement, and shall take sufficient measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") consistent with industry standards and applicable regulatory guidance designed to: (i) ensure the security and confidentiality of personal information or similar terms as defined under applicable laws ("Personal Information"); (ii) protect against anticipated threats or hazards to the security or integrity of Personal Information; and, (iii) protect against unauthorized access or use of Personal Information. Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure including without limitation, ensuring that Subscriber's intentional deletion, destruction and/or disposal of Personal Information (whether in electronic format or on tangible media) is performed in a manner so as to reasonably prevent its misappropriation or unauthorized use in accordance with industry standards (e.g., NIST SP 800-88 rev.1, or its successor standard. Subscriber must: (i) employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services and (ii) not access and/or use the TRADS Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by TRADS. Any password / TRADS ID issued to a Subscriber is personal and confidential to the Subscriber. If TRADS suspects that any such password / ID is being used by an unauthorized user or a different authorized user to the person to whom it was issued, that password / ID may be cancelled and Subscriber may be responsible for additional fees or charges. Subscriber agrees to be responsible for all access to and use of the TRADS Services and Services Information by Subscriber. Subscriber agrees to ensure all use of the TRADS Services and Services Information by Subscriber complies with Agreement and applicable law. Unless otherwise agreed to by TRADS in writing, Subscriber will promptly (but in no event later than twenty-four (24) hours after the



occurrence) notify TRADS at SecurityIncident@TransUnion.com of any breach of security involving the TRADS Services.

e. **Third-Party Providers.** If Subscriber will utilize a third party ("Third-Party Provider") to access or use the TRADS Services and/or Services Information, Subscriber shall ensure any such Third-Party Provider complies with TRADS' technical specifications and access and security requirements. Subscriber authorizes such Third-Party Provider to act on Subscriber's behalf using Subscriber's user credentials and other required authentication information. Certain features and/or functionality and searches and/or reports may not be available to Subscriber when accessing the TRADS Services via third-party platform, application or interface. TRADS is not responsible for errors in configuration, authentication, and/or provisioning by any Third-Party Provider used by Subscriber. Subscriber shall be solely liable for and indemnify TRADS with respect to any of its, Permitted Users' or Third-Party Provider's actions or omissions.

f. **Cooperation.** Subscriber shall fully cooperate with TRADS in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any TRADS Services or Services Information. Such cooperation shall not relieve Subscriber of any liability it may have. Subscriber agrees that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Subscriber's (including, without limitation, its employee's, or Third-Party Provider's) negligence, intentional wrongful conduct, or breach of this Agreement, Subscriber shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to comply with applicable law, Subscriber shall make no public notification of such misappropriation and/or unauthorized disclosure without TRADS' prior written consent, and, with respect to any such notifications required by law, Subscriber shall not use any TRADS trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TRADS.

15. **Audit.** During the term of the Agreement and for a period of three (3) years thereafter, Subscriber shall maintain reasonable and sufficient books and records to demonstrate compliance with the terms of the Agreement and make such books and records (including any policies, procedures and other records) available to TRADS no more than once per year upon reasonable request to ensure compliance with the Agreement. Subscriber agrees to provide full and reasonable cooperation with any audit conducted, and any failure by Subscriber to respond or cooperate with an audit request shall be considered a material breach of this Agreement. The foregoing notwithstanding, regardless of any prior audit conducted by TRADS, TRADS shall have the right to exercise its audit rights in the event that: (i) a material breach of the Agreement has occurred; (ii) TRADS has a good faith reason to believe there has been a material breach of the Agreement; or (iii) more frequent audits are required to meet TRADS' regulatory requirements. Violations discovered in any review or audit may be subject to immediate action including, but not limited to, legal action, suspension of the provision of TRADS Services, termination of the Agreement, reactivation fees, and/or referral to federal or state regulatory agencies.

16. Confidentiality; Reservation of Rights.

a. Subscriber shall hold in confidence and shall not disclose, in whole or in part, information relating to TRADS' business, including, without limitation, products, services, systems, processes, pricing, data sources, test results, and other TRADS technical and financial information, including the terms of the Agreement, as well as TRADS Services and Services Information, and any analyses, compilations and reports derived from any of the foregoing.

b. TRADS and Subscriber acknowledge that they each may have access to confidential information of the disclosing party relating to the disclosing party's business including, without limitation, user guides, configuration or options documents, data sources, data flows, API specifications, business processes and business process flows, reports, records, written designs, specifications, requirements, operations manuals, training materials, technical,



financial, strategies and related information, computer programs, algorithms, knowhow, processes, ideas, inventions, schematics, trade secrets, and other information (whether written or oral), and in the case of Services Information, product information, pricing information, product development plans, forecasts, the TRADS Services, and other business information ("Confidential Information").

c. Confidential Information shall not include information that: (i) was known to the receiving party, as demonstrated through its written records, prior to the time of receipt; (ii) is or becomes public or available to the general public (through no improper action or inaction by the receiving party); (iii) was independently developed without use of any Confidential Information of the disclosing party by employees of the receiving party who have had no access to such Confidential Information; (iv) was lawfully disclosed to the receiving party by a third-party and received in good faith and without any duty of confidentiality by the receiving party or the third-party; or (v) is used or disclosed with prior written approval of the disclosing party.

d. Each receiving party agrees not to disclose any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. If Subscriber requires TRADS to provide Confidential Information via any Subscriber-authorized third-party provider or portal, Subscriber remains responsible for all actions or omissions of any such authorized third party regarding any use or misuse of TRADS's Confidential Information.

e. Notwithstanding the foregoing, the receiving party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving party shall give the disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

f. Each party's obligations with respect to Confidential Information shall continue for the term of Agreement and for a period of three (3) years thereafter, provided however, that with respect to trade secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a trade secret.

g. If a receiving party has or acquires actual knowledge of any breach of the confidentiality of, or the misappropriation of, any Confidential Information received under this Agreement, such party shall promptly give notice thereof to the other party.

h. Neither party shall issue any news releases, advertising or promotional releases relating to this Agreement without the prior written approval of the other party. Such approval shall not be unreasonably withheld. Prior to responding to any inquiry, that either party receives from news media concerning this Agreement, the parties shall coordinate their responses with each other.

i. Subscriber acknowledges that TRADS has expended considerable time, effort, and funds to create, compile and generate the TRADS Services and Services Information. Except for the limited access and use rights granted in the Agreement, TRADS and its data sources retain all respective rights, titles and interests in the TRADS Services and Services Information, and Subscriber is not granted any ownership rights or title thereto, whether by estoppel or otherwise. Subscriber shall not use the TRADS Services or Services Information in any way that may infringe any copyright or other proprietary interests of TRADS or a third party. TRADS shall own Subscriber's search inquiry and/or input data used to access the TRADS Services and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations.



17. **Drivers Privacy Protection Act ("DPPA") Data.** If Subscriber receives TRADS Services subject to DPPA, Subscriber certifies that the TRADS Services will only be used for one of the following permitted uses under the DPPA:

- a. Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- b. Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- c. Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- d. Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.
- e. Use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49, U.S. Code.
- f. Use by any licensed private investigative agency or licensed security service for any purpose described above.

18. **Fair Credit Reporting Act.** TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and are not subject to the FCRA requirements relating to disputes, access, accuracy or otherwise. Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA. If Subscriber is using TRADS Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Subscriber shall not use TRADS Services to revoke consumer credit or accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer.

19. **Gramm-Leach-Bliley Act ("GLBA") Data.** If Subscriber receives TRADS Services subject to GLBA, Subscriber certifies that the TRADS Services will only be used for one or more of the following permitted uses under Section 6802(e) of the GLBA:

- a. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
- b. To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- c. For required institutional risk control, or for resolving consumer disputes or inquiries;
- d. For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
- e. For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;



f. To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or

g. To comply with federal, state, or local laws, rules, and other applicable legal requirements.

20. **Indemnity.** Subscriber shall indemnify, defend and hold harmless TRADS and its officers, directors and employees, from and against any third party's claims, suits, damages, and losses, including reasonable attorneys' fees and costs, arising out of or in connection with: (i) Subscriber's use of TRADS Services or Services Information derived therefrom; (ii) Subscriber's violation of any applicable federal, state or local law, regulation, rule, ordinance or judicial or administrative ruling; and (iii) Subscriber's breach of this Agreement. TRADS may, at its election and expense, be represented by counsel of its choice and be present at all associated proceedings. Subscriber may not settle or consent to the entry of any judgment without the prior written consent of TRADS, which shall not be unreasonably withheld, conditioned or delayed. If Subscriber is a governmental entity, these indemnity obligations will not apply only to the extent providing indemnity: (a) violates a law or regulation applicable to Subscriber as a government entity; (b) usurps powers delegated to a legislative body; or (c) results in expenditures in advance of or in excess of appropriations.

21. **Limitation of Liability.** In no event shall TRADS or its representatives, including parents, subsidiaries, and affiliates, be liable in any manner whatsoever to Subscriber or any third party for any claims, losses or liability of any kind related to or arising from i) Subscriber's use of the TRADS Services or Services Information and ii) TRADS' procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the TRADS Services or Services Information. **TRADS' ENTIRE AGGREGATE LIABILITY TO SUBSCRIBER UNDER THE AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT EXCEEDING THE FEES PAID BY SUBSCRIBER FOR THE TRADS SERVICES WHICH GIVE RISE TO ANY SUCH CLAIM. IN NO EVENT SHALL TRADS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ADDITIONALLY, TRADS SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.**

22. **Representations and Warranties.** Subscriber represents and warrants that: (i) it has the authority to enter into and perform under this Agreement; (ii) it has the right to give TRADS the rights set forth in this Agreement; (iii) it has the right to provide any and all information including, but not limited to, data obtained from third parties, to TRADS, and to allow TRADS to provide the same to any authorized TRADS subcontractors, for use in performance of the TRADS Services; (iv) it shall not build, accumulate, store, enhance, create, modify, develop, publish, or maintain any database, list, directory, or similar product and/or service including, or derived from, the TRADS Services; (v) it shall destroy the Services Information when no longer needed for the purpose(s) for which they were provided; and (iv) it has implemented an information security program that substantially conforms to the standards set forth and maintained by the National Institute of Standards and Technology ("NIST"). **Disclaimer of Warranties. The TRADS Services are provided 'as-is' and 'as-available', with no warranties of any kind, whether express, implied in fact or by operation of law, or statutory, including without limitation, those as to quality, non-infringement, accuracy, completeness, timeliness, or currentness, and those warranties that might be implied from a**



course of performance or dealing or trade usage and warranties of merchantability and fitness for a particular purpose.

23. **Product Changes.** TRADS reserves the right to add new features and/or data sources to the TRADS Services and discontinue existing features and/or data sources from time to time, without notice and in its sole discretion. TRADS may not be the source of the data within the TRADS Services, nor is TRADS a comprehensive source of that data. TRADS may also limit or impose restrictions and/or prohibitions on Subscriber's use of some or all of TRADS Services resulting from a modification to a TRADS policy, a modification to a third-party agreement, change in industry standards, security incident, or change in law, rule, or regulation.

24. **Subscriber Requirements.**

a. **Credentialing and Notification of Changes.** Subscriber acknowledges and agrees that TRADS will grant Subscriber access to the TRADS Services only if Subscriber meets, and continues to meet, TRADS' credentialing standards. Subscriber agrees to reasonably cooperate with TRADS' credentialing procedures, including, but not limited to, submittal of a completed application for access to the TRADS Services (the "Application"), a review of Subscriber's business records and information, and, as applicable, a physical inspection of Subscriber's business premises. Subscriber shall notify TRADS immediately of any changes to the information on the Subscriber's Application by email to accountupdate@tlo.com. Subscriber acknowledges that changes to the business location, classification or other material facts may be subject to re-credentialing by TRADS. TRADS reserves the right to terminate the license to use TRADS Services without further notice.

b. **Feedback Data.** Subscriber may provide specific feedback to TRADS from time to time regarding specific TRADS Services. TRADS, its affiliates and any third-party service providers may use Feedback Data and data collected from Subscriber in connection with Subscriber's use of the TRADS Service to: (i) deliver the TRADS Services; (ii) operate, improve, and support the TRADS Services; and (iii) corroborate the association of data points within their data repositories. Subscriber hereby assigns to TRADS, its affiliates and any third-party services providers all rights, titles and interests in and to all Feedback Data.

25. **Termination.** Unless provided otherwise in writing, either party may terminate this Agreement at any time for any reason upon notice to the other party. Failure to comply with the terms of the Agreement and/or applicable laws, rules, regulations and regulatory directives may result in immediate suspension and/or termination of Subscriber's access to and use of the TRADS Services. Upon termination or expiration of the Agreement, Subscriber shall immediately cease use of the TRADS Services and Services Information and promptly (within three (3) business days) return to TRADS or destroy the Services Information using industry standard measures to prevent unauthorized access to or use of the Services Information. Upon request, Subscriber shall certify in writing to TRADS that such return or destruction has occurred.

26. **Miscellaneous.**

a. **Assignment.** Neither party may assign or otherwise transfer the Agreement, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. However, either party may assign or transfer the Agreement without the other party's consent (a) in connection with a merger, acquisition, or sale of all or substantially all of such party's assets, or (b) to an Affiliate or as part of a corporate reorganization; provided, however, that prior to such assignment by Subscriber, the subsequent assignee meets all of the TRADS credentialing requirements and is deemed, in TRADS's sole discretion, a non-competitor of TransUnion's. Any assignment or transfer in violation of this will be void. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.



- b. **Compliance with Laws.** Each party agrees to comply with all applicable laws or governmental regulations, including, without limitation, any and all applicable federal, state, or local law, rule or regulation, regulatory directive, or binding administrative or court decision, "do not call" legislation, consumer protection, securities, child pornography, obscenity, data privacy, data transfer and communications laws, export laws, or any other applicable international, federal, state or local laws or regulations. Changes in the performance of TRADS' obligations under this Agreement necessitated by TRADS' good faith interpretations of any applicable law, regulation, judicial or regulatory action or license rights shall not constitute a breach of this Agreement.
- c. **Conflict.** If there is a conflict between the terms of the documents constituting the Agreement, the order of precedence is as follows, unless expressly agreed otherwise by TRADS and Subscriber: Pricing Addendum, Terms and Conditions, then Subscriber Agreement. To the extent that any TRADS Services rely upon or use information from any third-party sources, then those sources shall be intended third-party beneficiaries with all rights and privileges of TRADS. TRADS, and any such sources (as intended third-party beneficiaries), are entitled to enforce the Agreement directly against Subscriber.
- d. **Force Majeure.** Except for Subscriber's payment obligations, neither party shall be liable to the other for failure to perform or delay in performing under the Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control. Such conditions include, but are not limited to, acts of God; failure of utilities; strikes, boycotts or other concerted acts of workmen; Laws, regulations or other orders of public authorities; military action, state of war, acts of terrorism, or other national emergency; fire or flood; pandemic or public health crisis. The party affected by any such force majeure event or occurrence shall give the other party written notice of said event or occurrence as soon as practicable.
- e. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois regardless of the laws that might otherwise govern under applicable Illinois principles of conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods. If Subscriber is a governmental entity, the Agreement shall be governed by and construed in accordance with the laws of the State in which Subscriber's principal place of business is located, without reference to its choice of law rules, or, if Subscriber is a U.S. federal government entity, then by U.S. federal laws.
- f. **Injunctive Relief.** Subscriber agrees that any breach by Subscriber of its Agreement with TRADS may cause TRADS immediate and irreparable harm and that TRADS shall be entitled to seek equitable relief, including but not limited to preliminary and permanent injunctive relief, without the necessity of providing any actual damages sustained by TRADS, and without having to post a bond, in addition to any and all other remedies available at law or in equity. Moreover, any such award of relief to TRADS shall include recovery of all actual and reasonable costs associated with enforcement of this Agreement including, without limitation, attorneys' fees.
- g. **Modifications.** Modifications to the Agreement are only binding upon TRADS if contained in a written amendment signed by authorized representatives of TRADS. These Terms and Conditions are subject to change from time to time. Changes, modifications, additions or deletions to these Terms and Conditions shall be effective immediately upon any reasonable notice, including, posting the updated Terms and Conditions online. Accordingly, Subscriber should periodically review these Terms and Conditions and by continuing to access the TRADS Services, Subscriber acknowledges and agrees that it shall be bound by any such modifications. The section numbering and headings in these Terms and Conditions are provided for convenience only. Any changes, modifications, additions or deletions to these Terms and Conditions which result in a section numbering and/or heading change shall not impact the substance of the underlying provision itself.



- h. **Publicity.** Subscriber shall not advertise or otherwise disclose in any manner to any third party, directly or indirectly, that TRADS is the source of the TRADS Services, TRADS Data, or any information derived therefrom unless Subscriber first obtains the prior written consent of TRADS.
- i. **Relationship.** The parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment, outsourced servicer or joint venture relationship between the parties.
- j. **Severability.** If any provision of the Agreement is or becomes void or unenforceable by law, the other provisions shall remain valid and enforceable.
- k. **Survival.** Except for TRADS's obligation, if any, to provide Services under the Agreement, all provisions of the Agreement that are designed and intended to survive any termination of this Agreement including disclaimer of warranties, access to and use of the TRADS Services, audit, limitation of liability, indemnification, Subscriber's release of claims, confidentiality and payment shall survive any such termination.
- l. **Third Party Beneficiaries.** To the extent that any TRADS Services rely upon or use information from any third-party sources, then those sources shall be third-party beneficiaries with all rights and privileges of TRADS. TRADS, and any such sources (as third-party beneficiaries), are entitled to enforce this Agreement directly against Subscriber.

Updated: November 5, 2025

Exhibit B
Pricing Addendum

PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]



PRICING SHEET to Pricing Supplement

<p>Agency: <u>County of Galveston, Texas.</u></p> <p>Agency ID: <u>6861715.</u></p> <p>TRADS Services: TLOxp® Online – Non Batch LE Per Seat.</p> <p>Effective Date: <u>05/01/2026</u></p> <p>Supplement Term: <u>12</u> month(s) without auto-renewal.</p>	<p>Minimum Seats: <u>5</u> at <u>USD 165.00</u> per month, per seat (the "Per Seat Pricing"). In no event shall the number of seats be reduced below the Minimum Seats during the Supplement Term.</p> <p>Additional Seat(s) Above Minimum Seats. Additional seats will be charged at the same Per Seat Pricing (specified above). If Agency adds to the number of seats above the Minimum Seats during a billing period, the charges and transactions will be prorated. Reductions in additional seats added above the Minimum Seats will take effect from the first day of the next billing period.</p> <p>Number of Monthly Transactions Per Seat: Unlimited. The Per Seat Pricing includes the Number of Monthly Transactions Per Seat.</p>
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INCLUDED SEARCHES AND REPORTS:
 The Per Seat Pricing includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below ("Excluded Items"), unless checked below, in which case, the checked items are included in the Per Seat Pricing.

<input type="checkbox"/>	TruLookup Social Media Comprehensive Report	<input checked="" type="checkbox"/>	TruLookup Comprehensive Report – Person
<input type="checkbox"/>	TruLookup Super Reverse Phone Lookup	<input checked="" type="checkbox"/>	TruLookup Comprehensive Report – Business
<input checked="" type="checkbox"/>	TruLookup Relationship Mapping	<input checked="" type="checkbox"/>	TruLookup Address Report
<input type="checkbox"/>	TruLookup Real-Time Phone Carrier Search	<input checked="" type="checkbox"/>	TruLookup Locate with Assets Report
<input type="checkbox"/>	TruLookup Real-Time Arrests & Incarcerations	<input checked="" type="checkbox"/>	TruLookup Phone Report
<input type="checkbox"/>	TruLookup Contact Trace Report		

The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Per Seat Pricing. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the per seat pricing.

OVERAGE TRANSACTION PRICING:
 Transactions exceeding the Number of Monthly Transactions Per Seat ("Overage Transactions") will be subject to TRADS's then-current fees and charges on a per Transaction basis, except as specified otherwise below and as subject to Agency's data access rights. Fees and charges for Overage Transactions are in addition to the Per Seat Pricing.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report).



Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

County of Galveston, Texas ("Agency")

By: 
Representative

Mark Henry
Full Name

County Judge
Title

May 11, 2026
Date Signed