CORPORATE

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GIACT Systems, LLC ("GIACT")
700 Central Expressway S., Suite 300
Allen, TX 75013

ORDER FORM

Giact and Client agree that the Giact Services Agreement, **dated May 20, 2019**, including amendments (the "Existing Agreement"), shall terminate on the Effective Date of this Order Form ("Existing Agreement Termination Date"). Termination of the Existing Agreement shall not prejudice or affect the rights or remedies of either party under it arising prior to the Existing Agreement Termination Date in respect of: (i) any breach of contract or claim or demand that either party may have against the other pursuant to the terms of the Existing Agreement, where such breach, claim or demand arose and was notified to the other party prior to the date of termination of the Existing Agreement; or (ii) any matter or provision of the Existing Agreement that expressly or impliedly survives termination. This Order Form is subject to the Agreement identified below ("Agreement"), which sets forth the terms and conditions under which Giact Systems, LLC ("Giact"), an Affiliate of Refinitiv, and its Affiliates provide Client the Services described below.

Quote Number	Q-000015881
Account Number	A-10072231
GIACT Contact	lonnie.welch@lseg.com
Agreement Type	**RMA**
Agreement Number	1-32995164376
Screening Schedule Applicable	NO
Giact Schedule Applicable	YES
Initial Term (Years)	2
Renewal Term(s) (Year(s))	1
Termination Notification Period Before End of Initial or Renewal Term (Days)	90
Billing Frequency	Monthly in Arrears
Order Form Effective Date	The Date of Last Signature of the Parties

Client Contracting Entity	Client Contact
Galveston County, Texas 722 Moody, 5th Floor, Galveston, TX, 77550-2318, US	**Name:** Rufus Crowder **Email:** rufus.crowder@co.galveston.tx.us **Phone:** (409)770-5372

Location Account	Location Contact
Galveston County, Texas 722 Moody, 5th Floor, Galveston, TX, 77550-2318, US	**Name:** Erin Quiroga **Email:** erin.quiroga@co.galveston.tx.us **Phone:** 409-770-5391
Tax Status	Liable for Tax US Only
Tax Number	746000908
Client Ref / PO Number	
PO Not Required	

Billing Address	Billing Contacts
722 Moody, 5th Floor, Galveston, TX, 77550-2318, US	**Name:** 9394 - Invoice **Email:** apclerk@co.galveston.tx.us **Phone:** 409-770-5372

STANDARD TERMS AND CONDITIONS

- Notwithstanding anything to the contrary in the Agreement, any references in the Agreement to (i) **"TR Group"**, **"Thomson Reuters Group"**, **"Reuters Group"** or any other reference to **"Group"** when used in relation to Refinitiv, shall mean Refinitiv, and any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control with Refinitiv (including its successors and assigns); and (ii) **"Affiliate"** when used in relation to Refinitiv and/or Giact, shall mean Refinitiv and/or Giact and any entity that, from time to time, directly or indirectly controls, is controlled by or is under common control with Refinitiv and/or Giact (including its successors and assigns). For the purposes of these definitions, **"control"** means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise, and the terms **"controlling"** and **"controlled"** shall be construed accordingly.

- To the extent Client is permitted hereunder or under the Agreement to modify or create Derived Data from the Information, or to Redistribute Information, including Insubstantial Portions of Information in a Non-Systematic manner, Client shall not alter or distort the editorial meaning of any news included in Information.

- Giact may revise the pricing set out below unless Client signs and returns this Order Form to Giact within a period of 30 days.

- Client confirms, by signing below, that it has the necessary authority to enter into this Order Form on the terms and conditions set forth in the Agreement.

- This Order Form is binding when countersigned by Client provided that Client has not made any changes to this Order Form. If Client modifies this Order Form this Order Form shall be null and void.

- All Fees shall be billable from the Order Form Effective Date reflected on page 1.

- The pricing currency of each Service on this Order Form is set out above. This may be different from the local billing currency. As a result of exchange rate fluctuations, the figure set out on Client's invoice may vary from one billing period to the next.

- All Service Fees are exclusive of taxes, third party subscription fees, exchange fees, costs and duties.

- Any information, materials or other services provided by third parties (such as stock exchanges and other information providers) provided as an add-on to the Service and/or designated as Related Charges shall, unless otherwise specified in the relevant Order Form, be subject to the usage permissions set out in the relevant Schedule for the underlying Service that such information, materials or other services are provided in conjunction with.

Additional Terms for Risk Services

- The following additional terms and conditions ("Product Notes") apply to the Services set out on this Order Form.

- The Screening Schedule applies to Epic World-Check Service. The Giact Services Schedule applies to all other services provided under this Order Form.

- In the event of conflict between these Product Notes and the Master Terms or a relevant applicable Schedule, the Product Notes shall govern, save with respect to (i) any conflict between the Product Notes and the Screening Schedule, in which case the terms in the Screening Schedule shall govern; (ii) any conflict between the Product Notes and the Giact Services Schedule, in which case the terms in the Giact Services Schedule shall govern.

Risk Services Related Variations to the Master Terms

- **Fees**
  - Where the Fees include transaction-based charges as set out on the Order Form or SOW ("Transaction Fees"), GIACT shall provide Client with monthly invoices following the end of each calendar month detailing Client's usage of the Service and the Transaction Fees incurred by Client in the relevant month. All Transaction Fees below paid by Client for the Services throughout the Term will be offset on a dollar for dollar basis against the Monthly Minimum Fee set forth herein and Client shall pay all Transaction Fees in excess of the Monthly Minimum Fee; provided, however, that in no event will any Transaction Fees paid in any month in excess of the Monthly Minimum Fee for that month be applied towards the Monthly Minimum Fee in any other month. Client acknowledges and agrees that the Monthly Minimum Fee will be due and payable regardless of whether Client generates any transactions during the applicable month.

· Giact Hosted Services

Where Giact hosts Services on behalf of the Client or provides a hosted Service to Client, Giact:

  - shall provide Client with the login details and make the Service available to Users over the Internet from the host site

provided that Client's Users are authenticated by providing the correct login details;

- may suspend access to the Service in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, may provide reasonable advance notice to Client of such suspension within the Service or otherwise in writing, including by email; and

- shall use commercially reasonable endeavors to: (i) maintain commercially reasonable server capacity and connectivity from the host site, in each case, to provide Users with reasonable access to the Service; and (ii) restore access to the Service in the event of an unscheduled interruption or suspension of service.

Client Obligations when Installing and Hosting

Where the relevant Service will be accessed via a Third Party Host:

- Client shall be responsible for maintaining such licenses and paying such fees to the Third Party Host as are required by the Third Party Host to access its products and services and/or the Service via such products and services; and

- Giact shall not be liable for any failure by the Third Party Host to make the Service available to Client or its Users or for any inability of Client or its Users to access the Service from the Third Party Host.

For the purposes of these Product Notes, "Third Party Host" means any third party platform provider which has a separate contract with Client for the provision of that platform and/or third party reseller of the Information as may be set out on the Order Form.

Client Administered Users

Where the Order Form indicates a limit on the number of Permitted Records or where Client is responsible for administering Users of the Service, Client shall inform Giact in writing of any increase in the Permitted Records and/or permitted number of Users used by Client and Giact reserves the right to increase the Fees, pro-rata, in line with such increase. On each anniversary of the Effective Date, the Fees shall be increased automatically to reflect any increase in the number of Permitted Records and/or Users since the last anniversary date.

Risk Service Related Variations to the Master Terms

- **Usage Restrictions – No rights to create derived Data**
Any rights to create Derived Data set out in the Master Terms shall not apply to the Services set out on this Order Form. Client shall not create Derived Data using the Information contained in any Services set out on this Order Form.

Services & Fees

Transaction Fees

Services	Product	Rate/Transaction
	FCRA Products:	
X	gVerify	$0.3537
X	gAuthenticate	$0.5896
	GLBA Products:	
	gIdentify Consumer:	
X	• *Standard*	$0.4127
	• *w/KBA*	
	• *w/ID Lookup*	
	• *Advanced*	
	• *Comprehensive*	
	gIdentify Persistent Monitoring	
X	CustomerID	
	gAuth-only	
X	Giact Account Insights	$0.12
	Other Products:	
	gIdentify Business:	
X	• *Standard*	$0.7025
	• *Advanced*	
	• *Comprehensive*	
	Open Banking:	
	• *Account Verification*	
	• *Account Authentication*	
	• *Account Balance*	
X	gOFAC	$0.1179
	gOFAC Monitoring	
X	SecureLink	$0.1179
	gScan	
X	Email and Social Intelligence (ESI)	$0.1769
	Beneficial ID	
	EPIC World-Check	
	gIdentify Global Consumer and Business	
X	• *Standard*	$3.72
X	• *Hong Kong and Singapore*	$3.72

Additional Fees

Annual Fee: $ 79.00 (invoiced on the first bill from Giact and on the anniversary of the Order Form Effective Date thereafter)

Virtual Terminal User Fee: (applicable only to Clients accessing the Giact virtual terminal. A Virtual Terminal User is defined as each individual employed by Client, or agent acting under Client's direction in the ordinary course of Client's business, in each case authorized or allowed by Giact to obtain secured access to the Services or for administration of Client's Giact account through Giact's proprietary portal.)

> **Active Virtual Terminal User** (accessed virtual terminal in previous billing cycle): $10.00 per Active Virtual Terminal User/month
>
> **Idle Virtual Terminal User** (not accessed virtual terminal in previous billing cycle): $2.00 per Idle Virtual Terminal User/month

Monthly Minimum Fee: $725.00 per month for November, 2024 through October, 2025; $1,060.00 per month for November, 2025 through the end of the Term. (All Transaction Fees above paid by Merchant throughout the Term will be offset on a dollar for dollar basis against the Monthly Minimum Fee set forth herein; provided, however, that in no event will any Transaction Fees paid in any month in excess of the Monthly Minimum Fee for that month be applied towards the Monthly Minimum Fee in any other month. Merchant acknowledges and agrees that the Monthly Minimum Fee will be due and payable regardless of whether Merchant generates any Transactions during the applicable month. Giact will not issue any refunds to Merchant for any amounts less than the Minimum Monthly Fee and no credits towards future months for amounts in excess of the Minimum Monthly Fee.)

EPIC WORLD-CHECK PRODUCT NOTES

- Client certifies that because the information provided in the World-Check Services is not consumer report information, Client will not request or use these Services as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, employment purposes, tenant screening, or for any other purpose authorized under the FCRA or similar state or local statute, rules or regulations.

- Use of automated/robotic technology is not permitted.

gIDENTIFY GLOBAL PRODUCT NOTES

- ○ Client certifies that because the information provided in the gldentify Global Services is not consumer report information, Client will not request or use these Services as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, employment purposes, tenant screening, or for any other purpose authorized under the FCRA or similar state or local statute, rules or regulations.

gldentify Global Services

- The Service includes verification of identity attributes (e.g., name, address, date of birth) against trusted data sources (e.g., Credit Reference Agency or Government Citizen file) ("Verifications").
- The definition of Screening Content in the Screening Schedule includes gldentify Global information contained in the gldentify Global Services.
- For purposes of Verifications, the definition of Screening Purposes provided in the Screening Schedule shall be replaced by the "Permitted Purposes" definition indicated below.
- Client shall only use the gldentify Global component of the Services for its own internal business purposes and in accordance with the Permitted Purposes below.

  - General Authorization for Sub-Processing:
    - ○ Giact's Engagement of Third Party Sub-Processors. Client provides a general authorization, consent, and approval for Giact and its Affiliates to directly engage third party sub-processors to perform or provide data processing activities in connection with the gldentify Global Services ("Third Party Sub-Processors). Giact's or its Affiliates' direct engagement of Third Party Sub-Processors shall be in accordance with applicable with Data Protection Legislation. A list of those Third Party Sub-Processors is available via publication on https://www.refinitiv.com/en/policies/privacy-information and Refinitiv shall give Client notice of any intended addition to or replacement of those Third Party Sub-Processors by updating that list from time to time. If Client reasonably objects to a change to the list, at Refinitiv's option Refinitiv will either: (i) give Client an opportunity to pay for a version of the relevant part of the gldentify Global Service without use of the Processor to which Client objects; or (ii) terminate the provision of the affected part of the gldentify Global Service to Client immediately upon notice.
    - ○ *Third Party Sub-Processors Engaging Additional Processors.* Client provides a general authorization, consent, and approval for the third party sub-processors engaged by Giact and its Affiliates ("Third Party Sub-Processors") to engage sub-processors in connection with the gldentify Global Services to process Client Personal Data ("Fourth Party Sub-Processors") and to change (e.g., add, remove, etc.) such Fourth Party Sub-Processors at any time and without notice to, and without specific consent from, Client. The Third Party Sub-Processors will require each Fourth Party Sub-Processors to enter into a written contract that, at a minimum, (i) requires the Fourth Party Sub-Processors to maintain appropriate technical, administrative, and organizational measures and controls to ensure the confidentiality, security, and limited use of Client Personal Data and (ii) complies with applicable Data Protection Legislation (as defined in the GDPR Annex under the Master Terms). The Client hereby authorizes and approves of the foregoing contractual requirements for sub- processors.
    - ○ *Privacy Notice and Consent Requirements.* Client will comply with (i) all applicable Data Protection Legislation in connection with providing privacy notices to, and receiving consent from, all data subjects prior to permitting or allowing personal data to be submitted, uploaded, transferred, and/or shared to Giact and its Affiliates and/or the sub-processors (including Third Party Sub- Processors and the Fourth Party Sub-Processors) in connection with the gldentify Global Services and (ii) the notice and consent requirements set forth in the Permitted Purpose and Additional Obligations requirements, if any, as referenced in, the Product Notes section of the Order Form.
    - ○ In the event of a conflict between the terms set forth in these Privacy Product Notes and the terms set forth in any other contract documents between Giact and a Client (e.g., Master Terms, Schedules, Order Forms/SOWs, etc.), the terms set forth in these Privacy Product Notes will govern and control in all respects.
    - ○ For the purpose of the Services, the term "Data Protection Legislation" shall mean "the following legislation to the extent applicable from time to time: (a) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the EU General Data Protection Regulation (2016/679) ("GDPR") and any national law issued under that Regulation; and (c) any other national, provincial, federal, state, and/or local data protection and privacy law(s)." The foregoing definition shall govern and control over any other definitions provided by Data Protection Legislation.

  - gldentify Global Permitted Usage Terms
    - ○ Except where usage rights are further limited in jurisdictions identified herein, Client is permitted to use Giact's gldentify Global Services for the purpose of verifying or validating an individual's or natural person's identity, age, or address information for lawful purposes of identity verification, fraud prevention or enforcement of laws designed to prevent money laundering, but does not include determining a consumer's eligibility for credit or insurance for personal, family, or household purposes, employment, or a government license or benefit ("**Permitted Purposes**"). Client agrees that new jurisdictional restrictions may apply over time. At all times, Client shall comply with any Data Protection Legislation applicable in any jurisdiction relevant to Client's use of the Services.

Non Standard Terms and Conditions

Texas Prompt Payment Act: Payments, invoicing, disputes, and interest shall be governed by the Texas Prompt Payment Act, Texas Government Code Chapter 2251, as amended. The parties agree that any provisions related to payment timing, interest on late payments, or invoice disputes shall be interpreted in accordance with said statute.

Confidentiality: The parties acknowledge and agree that the existence and terms of this Agreement may be subject to public disclosure requirements under applicable open records laws or public information acts. However, any proprietary or confidential information provided by

Refinitiv, whether or not incorporated into this Agreement, shall remain confidential and shall not be subject to public disclosure.

Indemnification: Notwithstanding anything to the contrary in the Agreement, to the extent permitted by applicable law, the indemnification obligations set forth therein shall not apply to Galveston County.

Early Termination: Client may terminate this Agreement, without penalty, effective at the end of any Client fiscal year in which its governing body fails to appropriate sufficient funds to satisfy Client's payment obligations for the next fiscal year, provided that:

    (a) Client gives Refinitiv written notice of termination no later than the end of such fiscal year;
    (b) such notice specifies the fiscal year-end effective date; and
    (c) Client remains liable for Fees accrued, on a pro-rata basis, for Services delivered up to that effective date.

The parties will cooperate for up to thirty (30) days after such termination to facilitate an orderly transition or wind-down of the affected Services.

This Order Form and the Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the State of Texas conflict of laws rules to the extent those rules would require applying another jurisdiction's laws. Each party hereby consents to the non-exclusive jurisdiction of the federal and state courts in Texas to settle all disputes or claims arising out of or in connection with the Agreement.

Signed on behalf of **Galveston County, Texas**		Signed on behalf of **Giact Systems, LLC**	
(signature)	Signature	Signed by: *(signature)* DC9D9CAEA71E49B...	Signature
Mark Henry	Print Name	Ramiro Bruno	Print Name
County Judge	Position	Finance Director, Americas	Position
June 9, 2025	Date	6/5/2025 | 9:26 AM CDT	Date