

## TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC. SUBSCRIBER AGREEMENT & APPLICATION

Application: Must be completed in its entirety.

Company	
Name of Company or Agency ("Subscriber"): County of Lamb	DBA:
Federal Employee Identification Number (FEIN): 75-6001049	
Physical Address: 100 6th Drive Room 109 Littlefield,	tx 79339
Phone Number: 806-385-4222 E	Number of Employees: 1
Type of Business (LLC, C-Corp, S-Corp): Public	Industry: Government
Web Site Address: www.co.lamb.tx.us	
Business / Professional License # (if applicable):	Please provide copy of license

Primary Administrator	(The person responsible for managing your account on behalf of the Company)		
Name: Gina D. Streety		Title: Director	
Address (if not Headquarters):	Same as above		1
Direct Phone #: 806-485-914	47	Cell Phone #:	
E-mail Address: gdstreetv@	co.lamb.tx.us		

#### Subscriber Agreement:

This Subscriber Agreement ("Agreement") is entered into as of the date indicated below, by and between Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the foregoing Application by TRADS.

- Subscriber understands and agrees that TRADS offers public record products and other products and services ("TRADS Services") that contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Billey Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply.
- 2. TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute "consumer report(s)," as defined by FCRA. 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.
- 3. TRADS may make a reasonable number of TRADS Services available to the Subscriber on a trial basis free of charge until the earlier of (a) seven (7) calendar days or as otherwise agreed to by TRADS in writing or (b) 300 transactions or (c) the start date of purchased TRADS Services ordered by Subscriber. Subscriber access to TRADS Services during any such free trial shall be subject to all the terms of your Subscriber Agreement and the online Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.
- 4. Either party may terminate this Agreement at any time upon notice to the other party.
- 5. This Agreement, the attachments, if any, and the online Terms and Conditions, all incorporated by reference, constitute the entire agreement between Subscriber and TRADS. Terms and Conditions may be found at <a href="http://www.TLO.com/termsandconditions">http://www.TLO.com/termsandconditions</a>.

#### **AUTHORIZATION AND ACCEPTANCE OF TERMS**

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the online Terms and Conditions. I certify that I am authorized to execute this Agreement on behalf of the Subscriber and the statements I have provided in this Agreement are true and correct.

Name of Company or Agency ("Subscriber"): County of Lange	DBA:	
Authorized Signature: M. W. L.	DATE: Z9 July Zo19	
Print Name of Authorized Signer: James M. DeLoach	TITLE: County Judge	

Revised February 1,2016

Account #



### PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Subscriber. The Subscriber 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, but in such instance Subscriber shall not be responsible for any Early Termination Fee.
- 2. **Fees and Charges**. Subscriber 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. Early Termination Fee. Notwithstanding anything to the contrary in this Supplement, Subscriber may terminate this Supplement prior to the end of the Supplement Term by giving TRADS written notice. Upon receipt of such notice, TRADS is entitled to and Subscriber agrees to pay an Early Termination Fee ("ETF") as liquidated damages equal to the average total monthly fees due hereunder within a billing period multiplied by the number of months remaining in the Supplement Term. The ETF also applies if TRADS terminates the Agreement and/or this Supplement due to Subscriber's breach, including but not limited to a breach of payment obligations. TRADS is also entitled to the cost(s) of collection for the ETF including attorneys' fees. The parties agree that (a) at the time of the execution of this Supplement it is and would be difficult to determine the damages that would be caused if Subscriber breached its obligations, especially where multi-level or tiered pricing is tied to actual use; (b) the ETF is a reasonable estimate of the actual damages that TRADS would incur if the payment obligation was breached; and (c) the ETF is fair and reasonable and is not intended as a penalty.
- 4. Miscellaneous. This Supplement contains the final written agreement and understanding of the parties with respect to the TRADS Services identified herein and shall supersede and replace any and all prior pricing supplements, agreements or understandings with respect such TRADS Services. Except as provided in this Supplement, all other terms of 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. 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 meaning given to them in the Agreement.

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

ACCT# 5506741 SS Rep: RB/BC

NonAutorenew\_Non Batch Flat Rate\_Monthly

Version: 05.01.2019

CONFIDENTIAL

# PRICING SHEET to Pricing Supplement

Subscriber ID: 5506741  TRADS Services: TLOxp® Online – Non-Batch Flat Rate -Monthly.  Effective Date: 08/01/2019  Supplement Term: 12month(s) without auto-renewal.  EXCLUDED SEARCHES/REPORTS:  The Monthly Fee includes the above number of Monthly Transactions, subject to the Excluded Searches/Reports and Transactions of the following searches and reports currently offered through the TRADS Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are also excluded.  EXCLUDED SEARCHES/REPORTS:  The Monthly Fee includes all searches and reports, if checked below, are also excluded.  EX Social Media Comprehensive Report	"Subscriber": Lamb County Indigent Health Care Program	Monthly Fee: \$ 75.00		
The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are also excluded.    Social Media Comprehensive Report   Comprehensive Report - Person	Subscriber ID: 5506741  TRADS Services: TLOxp® Online – Non-Batch Flat Rate -Monthly.  Effective Date: 08/01/2019	Number of Monthly Transactions: 125 The Monthly Fee includes the above number of Monthly Transactions, subject to the Excluded Searches/Reports and Transactional Overage Pricing sections below. Should Subscriber not submit the Number of Monthly Transactions, Subscriber shall not receive a refund of the Monthly Fee(s) paid. Unused Monthly		
follows. Any of the following searches and reports, if checked below, are also excluded.    Social Media Comprehensive Report				
Social Media Comprehensive Report			ept as	
Social Media Basic Search Super Reverse Phone Lookup Address Report Super Reverse Phone Lookup Selationship Report Supriving Violations Super Reverse Phone Lookup Surviving Violations Super Reverse Phone Lookup Surviving Violations Super Reverse Phone Lookup Surviving Violations Super Reverse Phone Lookup Super Reverse Phone Super Phone Report Super Reverse Phone Super Phone Super Phone Super Phone Report Super Reverse Phone Super	follows. Any of the following searches and reports, if checked below,			
Super Reverse Phone Lookup Relationship Report Cortex Driving Violations CARFAX® Vehicle History Report Driving Violations CARFAX® Vehicle History Report The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Subscriber's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADS reserves the right to exclude future released searches and/or reports from the Monthly Fee.  TRANSACTIONAL OVERAGE PRICING: Transactions exceeding the Number of Monthly Transactions specified above will be subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below and subject to Subscriber's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.  "Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report subscriber acknowledges and agrees that Subscriber's signature on this page constitutes agreement to and acceptance of supplement in its entirety.  cknowledged and agreed to by:  amb County Indigent Health Care Program ompany Name ("Subscriber")				
Relationship Report Driving Violations CARFAX® Vehicle History Report  The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Subscriber's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADS reserves the right to exclude future released searches and/or reports from the Monthly Fee.  TRANSACTIONAL OVERAGE PRICING: Transactions exceeding the Number of Monthly Transactions specified above will be subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below and subject to Subscriber's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.  "Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report subscriber acknowledges and agrees that Subscriber's signature on this page constitutes agreement to and acceptance of supplement in its entirety.  cknowledged and agreed to by:  amb County Indigent Health Care Program formpany Name ("Subscriber")	Social Media Basic Search			
☐ Driving Violations ☐ Global Watch List Search ☐ Phone Report ☐	☐ Super Reverse Phone Lookup			
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subscriber acknowledges and agrees that Subscriber's signature on this page constitutes agreement to and acceptance of supplement in its entirety.  Consider the control of				
cknowledged and agreed to by:  Lamb County Indigent Health Care Program  Tompany Name ("Subscriber")	"Transactions" means any information returned by TRADS in respons	e to a search query (whether in the form of search results	or a report)	
Lamb County Indigent Health Care Program Company Name ("Subscriber")	Subscriber acknowledges and agrees that Subscriber's signature Supplement in its entirety.	re on this page constitutes agreement to and accep	ptance of th	
company Name ("Subscriber")	Acknowledged and agreed to by:			
company Name ("Subscriber")	amb County Indigent Health Care Program			
Julian VI W. T	Company Name ("Subscriber")			
	Julia VI W. 7		1	

ACCT# 5506741 SS Rep: RB/BC

NonAutorenew\_Non Batch Flat Rate\_Monthly

Type or Print Name of Authorized Signer

Version: 05.01.19