



SUBSCRIBER AGREEMENT FOR TRADS SERVICES
(for Public Sector Subscriber)

Full Legal Name of Agency or Department (the "Subscriber")	
Physical Address:	

THIS SUBSCRIBER AGREEMENT FOR TRADS SERVICES (for Public Sector Subscriber) (the "Agreement") is entered into as of the date indicated below by and between the above-identified Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") effective as of the later of the date on which Subscriber has undergone and satisfactorily completed TRADS' subscriber credentialing with an approval disposition and is issued user credentials or the date indicated below (the "Effective Date").

- 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.
- TRADS may make a reasonable number of TRADS Services available to Subscriber on a trial basis free of charge until the earlier to occur of: (i) reaching 300 transactions or seven (7) calendar days from the commencement of such free trial, unless otherwise agreed to by TRADS in writing (which may be by means of an email to the primary account administrator); or (ii) the start date of purchased TRADS Services ordered by Subscriber. 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. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for the 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.
- Unless provided otherwise in a pricing supplement to this Agreement, 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 <https://www.tlo.com/ps-terms-conditions> (the "Terms and Conditions") are incorporated herein by reference. 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.

Full Legal Name of Agency or Department:	
Authorized Signature:	Date:
Print Name of Authorized Signer:	Title:

Subscriber Agreement Additional Terms and Conditions for Public Sector Subscribers

These Terms and Conditions are applicable to public sector Subscribers and are incorporated by reference into such public sector Subscriber's Subscriber Agreement with TRADS. Failure to abide by the terms of the Agreement may result in immediate suspension and/or termination of your access to and use of the TRADS Services, in TRADS' sole discretion.

1. Restricted License

TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") grants to Subscriber and the persons that Subscriber permits to access the TRADS Services, as well as, where applicable, persons permitted access by such persons ("Permitted Users") a restricted personal, non-exclusive, non-transferable, non-sublicenseable, revocable license to obtain and use the TRADS Services and the information derived from the TRADS Services ("Services Information"). Subscriber agrees its and its Permitted Users' use of the TRADS Services and Services Information will comply with the Subscriber Agreement, these Terms and Conditions, and all applicable laws, rules, regulations and regulatory directives. The terms "Subscriber" and "TRADS Services" as used herein are defined in the underlying Subscriber Agreement.

Upon termination of the Subscriber Agreement, Subscriber shall immediately cease use of the TRADS Services and Services Information and promptly (no later than within 3 business days) return to TRADS or purge and destroy the Services Information taking measures in accordance with industry standards to protect against unauthorized access to or use of the Services Information, including, but not limited to, purge and destruction being undertaken in a manner that renders same completely non-reconstructible, unusable, and undecipherable. Upon request, Subscriber shall certify in writing to TRADS that such purge and destruction has occurred. Subscriber recognizes that TRADS will suffer irreparable harm, and that monetary damages may be incalculable and/or inadequate in the event that Subscriber retains Services Information in breach of this Agreement, and therefore, TRADS may seek injunctive relief, in addition to any and all other relief which may be available at law or at equity.

2. Fees and Payment

Subscriber agrees to pay all charges and fees applicable to the TRADS Services, as agreed upon between the parties in writing or, if no written pricing agreement exists, TRADS' then-current fees and charges. All written pricing agreements and schedules are deemed incorporated herein by reference. For any past due amounts, and without limiting any of TRADS' available remedies for non-payment or late payment of invoices, invoices not timely paid may be subject to interest penalties of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. Any delinquent Subscriber account may result in TRADS reporting to Dun & Bradstreet or other business credit reporting agencies.

By providing payment information online and/or directly to TRADS, Subscriber authorizes TRADS to charge credit card or other account designated for such purpose ("Payment Source") in accordance with any and all payment terms set forth in the written pricing agreement between the parties.

3. Review

Subscriber understands and agrees that, TRADS, including its parents, affiliates and subsidiaries may request information of Subscriber and its Permitted Users and/or perform initial and periodic on-site audits, in each case for the purpose of investigating and confirming that Subscriber and its Permitted Users intend to use the TRADS Services for a permitted use and that Subscriber and its Permitted Users are acting in accordance with the Subscriber Agreement and applicable law.

Subscriber shall promptly comply (and cause its Permitted Users to comply) with any requests for information, and understands and agrees that, upon reasonable notice, TRADS, including its parents, affiliates and subsidiaries, may conduct on-site audits of Subscriber and its processes and procedures related to Subscriber's and its Permitted Users' use, storage, and disposal of TRADS Services and Services Information. Subscriber shall fully cooperate with such reviews and audits and shall cause its Permitted Users to do the same. Notwithstanding the foregoing, Subscriber reserves all available rights to withhold documents that are properly classified as confidential, attorney-client privileged, or attorney work product. TRADS reserves all rights to respond to/redress a violations discovered in a review by filing a claim or through seeking/assessing other available remedies, as permitted by the parties' written agreement or otherwise available as a matter of law.

4. Gramm-Leach-Bliley Act ("GLBA") Data

If Subscriber or one of its Permitted Users receives TRADS Services subject to GLBA, Subscriber hereby certifies that the specific purpose(s) for which such Services Information used is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by Section (6802)(e) of the GLBA and the United States Federal Trade Commission rules promulgated thereunder:

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

5. Drivers Privacy Protection Act ("DPPA") Data

If Subscriber or one of its Permitted Users receives Services Information subject to DPPA, Subscriber hereby certifies that use such Services Information will only be used for one of the following permitted uses under the DPPA:

- 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.

- 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.
- 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.
- 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.
- 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.
- Use by any licensed private investigative agency or licensed security service for any purpose described above.

6. Fair Credit Reporting Act

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 a "consumer report," as defined by FCRA and shall not be subject to the FCRA requirements relating to disputes, access, accuracy or otherwise. Services Information 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 or one of its Permitted Users is using TRADS Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Subscriber or its permitted user shall not use TRADS Services to do the following:

- Revoke consumer credit.
- Accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer.

Subscriber shall not take (and shall cause its Permitted Users not to take) any "adverse action," as defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information Subscriber obtains from a source other than TRADS Services.

7. Limited Access Death Master File (LADMF) 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 and its Permitted Users 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. Real-time Phone Carrier Search

If Subscriber or one of its Permitted Users receives TRADS' Real-time Phone Carrier Search product as part of the TRADS Services, access to and use of such product shall also be subject the following additional terms and conditions:

Subscriber and its Permitted Users are solely responsible for compliance with all "Do Not Call" or similar laws or regulations in connection with use of the Real-time Phone Carrier Search product or information obtained therefrom.

Subscriber and its Permitted Users 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 (and Subscriber shall cause its Permitted Users not to): (i) use the Real-time Phone Carrier Search product or information obtained therefrom in any way that may violate rights of publicity or privacy of any individual whose personally identifiable data is retrieved; (ii) use the Real-time Phone Carrier Search product or information obtained therefrom 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) 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.

9. Real-time Incarceration and Arrest Search

If Subscriber or one of its Permitted Users receives TRADS' Real-time Incarceration and Arrest Search product as part of the TRADS Services, such search and the information obtained therefrom 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.

10. Indemnity; Disclaimer of Warranties; Limitation of Liabilities

Subscriber shall indemnify TRADS and its officers, directors and employees, from and against any third party's claims, suits, damages, and losses arising out of or in connection with (i) Subscriber's and its Permitted Users' use of TRADS Services or any information derived therefrom, (ii) Subscriber's and its Permitted Users' violation of any applicable federal, state or local law, regulation, rule, ordinance or judicial or administrative ruling; and (iii) Subscriber's and its Permitted Users 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 that admits or imposes any fault, wrongdoing or liability on the part of TRADS or imposes damages upon TRADS without the prior written consent of TRADS, which shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding the immediately preceding paragraph, the parties understand and agree that Subscriber, as a governmental entity, is not permitted to provide indemnity if 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. Correspondingly, the preceding paragraph shall not apply to Subscriber, as a governmental entity, if and to the extent that Subscriber, as a governmental entity, is not able to provide indemnity for one or more of the above-stated reasons.



The TRADS Services are provided “as-is,” 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 recentness, 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.

TRADS reserves the right to add new features and/or data sources to the TRADS Services as well as 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.

TRADS and its representatives, including parents, subsidiaries, and affiliates, shall not be liable to Subscriber or other third parties for, and Subscriber agrees that it and its Permitted Users will not sue for, any claim relating to TRADS’ procuring, compiling, collecting, interpreting, reporting, communicating, or delivering TRADS Services.

TRADS’ ENTIRE AGGREGATE LIABILITY TO SUBSCRIBER UNDER THE SUBSCRIBER AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT EXCEEDING THE FEE PAID BY SUBSCRIBER FOR THE TRADS SERVICES OBTAINED WHICH GIVE RISE TO ANY FIRST 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.

11. Relationship

The parties are independent contractors. Nothing in this Subscriber 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.

12. Modifications

Modifications to Subscriber 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. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof which may be given by any reasonable means, including, but not limited to, posting such changes on the website. Accordingly, Subscriber should periodically review these Terms and Conditions. By continuing to enter the Website, Subscriber acknowledges and agrees that it shall be bound by any such modifications.

13. Subscriber Credentialing and Notification of Changes

Subscriber acknowledges and agrees that TRADS will grant Subscriber access the TRADS Services hereunder 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,

submission 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. Notification of any changes shall be sent via 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, including, upon TRADS’ notice of any change in Subscriber’s status, which change, in TRADS sole discretion, would cause the Subscriber not to meet, or to no longer meet, TRADS’ credentialing standards, or to be unable to comply with Subscriber’s obligations under the Agreement.

14. Confidentiality; Reservation of Rights

Subscriber shall (and cause its Permitted Users to) hold in confidence and shall (and shall cause its Permitted Users to) 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 Subscriber Agreement, as well as TRADS Services and information derived from the TRADS Services (“Services Information”), and any analyses, compilations and reports derived from any of the foregoing. Notwithstanding the foregoing in this paragraph, Subscriber shall be permitted to take actions as required to comply with public records laws applicable to Subscriber as a governmental entity, provided, however, TRADS’ trade secret information and the Services Information (as same may be personally identifiable information subject to protection under applicable law, such as the GLBA or DPPA) is to be excluded from disclosure. If legally permissible, Subscriber shall provide TRADS with prompt, written notice of any public records request submitted as well as Subscriber’s proposed response to the same, so as to permit TRADS to claim any objection to public records disclosures that is permitted by and consistent with the public records law at issue.

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, technical, financial, strategies and related information, computer programs, algorithms, know-how, 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”). 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 under the Subscriber Agreement and these Terms and Conditions; (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; or (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. 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.

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.

Each party's obligations with respect to Confidential Information shall continue for the term of the Subscriber Agreement and Terms and Conditions and for a period of five (5) 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. In the event that 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.

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.

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 Subscriber 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 (and shall cause its Permitted Users not to) 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 be permitted to retain Subscriber's search inquiry data used to access the TRADS Services for TRADS' then-current record retention period.

Each party acknowledges that any breach of any of its obligations with respect to confidentiality or use of Confidential Information hereunder is likely to cause or threaten irreparable harm to the other party. The parties therefore agree that in the event of such breach by either party, the other party shall be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief, without the necessity of proving any actual damages sustained by the disclosing party. Moreover, any such award of relief to the discloser of such Confidential Information shall include recovery of all actual and reasonable costs associated with enforcement of this Agreement. The parties hereto acknowledge their respective obligations to control access to technical information and material under the U.S. Export Laws and Regulations and agree to adhere to such Laws and Regulations with regard to any technical information and material received under this Agreement.

15. Access, Use and Security Requirements

TRADS Services may only be accessed from within the United States. TRADS reserves the right to immediately suspend or terminate the TRADS Services if Subscriber or one of its Permitted Users accesses TRADS Services or Services Information from outside of the United States.

TRADS reserves the right, in its sole discretion, to determine, at a frequency in its sole discretion, the equipment or software required to access the TRADS Services. By way of example and not limitation, requiring that certain web browsers be used for online access to the TRADS Services.

Subscriber and its Permitted Users shall use TRADS Services and Services Information for their exclusive one-time use. 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, use, reproduce, re-transmit, re-publish, resell, license, sublicense, reverse

engineer, derive other work from, or transfer TRADS Services, Services Information, and/or any information derived from either, for any purpose other than as expressly permitted in this Agreement.

Subscriber shall not use the TRADS Services and/or Services Information for marketing purposes without the prior written consent of TRADS.

Subscriber shall not use the TRADS Services and/or Services Information for any impermissible purpose, including, but not limited to, using the TRADS Services and/or Services Information to impermissibly discriminate against or track, monitor, or otherwise target a person based upon race, color, ethnicity, national origin, religion, gender, sexual orientation, handicap, or familial status, including, but not limited to, impermissibly tracking, monitoring, or otherwise targeting a person because they engaged in lawful protests, demonstrations and/or public gatherings.

Subscriber must (and, as applicable, must ensure that its Permitted Users): (i) not disclose its TRADS ID(s) and TRADS password(s) to anyone other than its Permitted Users, even if such individuals claim to be employees of TRADS; (ii) secure all devices used to access TRADS Services as well as all hard copies and electronic files of Services Information to prevent unauthorized access; (iii) permanently destroy all hard copies and electronic files of Services Information when no longer needed and when applicable regulation(s) permit destruction; (iv) have their workstations configured to automatically lock after 15 minutes of inactivity, or set online timeout settings for any TRADS Services (including, without limitation, TLOxp®) session to no more than 15 minutes; and (v) 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 liable for additional charges, in accordance with TRADS' then current pricing for the applicable TRADS Services, in respect of any such unauthorized use.

Subscriber and its Permitted Users are authorized to access the TRADS Services and in no event will Subscribers' or its Permitted Users' use of the TRADS Services be considered unauthorized so long as TRADS has not suspended or terminated the TRADS Services with respect to Subscriber. Subscriber's and its Permitted Users' use of the Services Information must comply with the terms of this Agreement. In the event that Subscriber designates Permitted Users in a way that is inconsistent with its Subscriber Agreement or Pricing Supplement or Subscribers' Permitted Users use the TRADS Services for purposes other than Subscribers' internal business purposes, TRADS reserves the right to immediately suspend or terminate Subscriber's account.

Subscriber represents and warrants that it will conduct, or has conducted, the appropriate level of background screening, including but not limited to, criminal history screening, OFAC verification, and drug testing (where permitted by applicable law), on its Permitted Users prior to access to TRADS Services being granted to its Permitted Users. Subscriber agrees to retain documentation which validates the appropriate level of screening requirements has been completed and allow TRADS to review such documentation upon request. Subscriber further agrees to maintain and follow a written procedure for how it will comply with the screening and permitted user. If the permitted user satisfies the appropriate screening requirements prior to being given access to TRADS Services, but Subscriber subsequently becomes aware of any information that would result in a permitted user failing the appropriate screening requirements, Subscriber shall immediately remove the permitted user's access to TRADS Services.

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 hereunder.

Subscriber agrees to be responsible for all access to and use of the TRADS Services and Services Information by TRADS IDs created by or on behalf of Subscriber or its Permitted Users, whether Subscriber authorized such use or not. Subscriber agrees to ensure all use of the TRADS Services and Services Information by TRADS IDs created by or on behalf of Subscriber or permitted user complies with these online Terms and Conditions, the Subscriber Agreement and applicable law.

Subscriber further agrees to designate, and to provide TRADS with identification information for, a primary account administrator for its account to ensure compliance with this Agreement by all Permitted Users. Specifically, the primary account administrator is responsible for: (i) allowing only appropriate individuals to obtain TRADS Services in compliance with this Agreement; (ii) monitoring appropriate use of TRADS Services by the Subscriber and its Permitted Users; (iii) maintaining accurate records of all current Permitted Users with access to TRADS Services, and all former permitted users who have ever accessed them; (iv) issuing guidelines for the appropriate use of TRADS Services by its Permitted Users; (v) ensuring that each of its Permitted Users is accessing TRADS Services with only his or her own individually-assigned username and password; and (vi) terminating access when a permitted user's access is no longer necessary or a permitted user or is suspected of improper use of TRADS Services. Subscriber will employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services. Subscriber will promptly (but in no event later than within twenty-four hours of the occurrence) notify TRADS at SecurityIncident@TransUnion.com of any breach of security involving the TRADS Services.

Subscriber will: (i) limit access to TRADS Services to only to its Permitted Users in connection with the duties and obligations under this Agreement; (ii) advise individuals having access to TRADS Services of the proprietary and confidential nature thereof and of the obligations set forth in the Subscriber Agreement; (iii) safeguard the Services Information using reasonable and appropriate administrative, technical, and physical security safeguards; (iv) track and monitor its access to TRADS Services; (v) prevent any use not in conformance with this Agreement; (vi) maintain records sufficient to demonstrate compliance with its obligations under this Agreement; and (vii) in addition to the obligations set forth herein, Subscriber shall take all commercially reasonable measures to prevent unauthorized access to, or use of, TRADS Services or Services Information by any person or entity.

In the event Subscriber will utilize a third party ("Third Party Provider") for the purpose of accessing and/or transmitting requests for, receiving, hosting, or otherwise performing processing of any kind related to Subscriber's access to and/or use of the TRADS Services and/or Services Information, such as, for example, but not limited to, an application services provider, platform provider, systems interface provider, or internet or hosting services provider, Subscriber shall ensure it has first entered into an agreement with such Third Party Provider prohibiting such Third Party Provider's use of, and/or access to, the TRADS Services and Services Information for any purpose other than to the extent necessary to provide such Third Party Provider's services to Subscriber. Subscriber shall ensure its Third Party Provider complies with TRADS' technical specifications and access and security requirements, as same are updated from time to time. If, and when, using a Third Party Provider to access (such as, for example, and not limited to, a third party link to the TRADS Services), transmit requests for, or receive the TRADS Services and/or Services Information, Subscriber authorizes such Third Party Provider to act on Subscriber's behalf as a third-party intermediary, including, as applicable, transmittal to TRADS of 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 within the TRADS Services when accessing the TRADS Services via a 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 any of its, Permitted Users', or Third Party Provider's actions or omissions, including, but not limited to, any misappropriation or other compromise of TRADS ID's and/or passwords, any misappropriation and/or unauthorized disclosure of TRADS Services and/or Services Information, any security/data breaches (as defined by applicable law), or any misuse of the TRADS Services and/or Services Information in violation of this Agreement or applicable law.

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 include, but not necessarily be limited to, allowing TRADS to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized use or disclosure. Such cooperation shall not relieve Subscriber of any liability it may have as a result of such a misappropriation and/or unauthorized use or disclosure. 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, Permitted Users' 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, including but not limited to press releases or consumer notifications, of the potential or actual occurrence 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.

Furthermore, Subscriber understands and agrees that its Permitted Users and/or Third Party Providers contractors shall not be entitled as a third-party beneficiary or otherwise, to take any action or have any recourse against TRADS in respect of any claim based upon any actual or alleged failure to perform under this Agreement.

16. 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 Supplement, 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 Subscriber Agreement directly against Subscriber.

17. Governing Law

The Subscriber Agreement and these Terms and Conditions shall be governed by 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.

18. Survival

All provisions in this Subscriber Agreement that relate to disclaimer of warranties, access and use of TRADS Services, audit, limitation of liability, indemnification, Subscriber's release of claims, confidentiality of TRADS information, and payment for TRADS Services, shall survive any termination of this Subscriber Agreement.

The Subscriber Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed by Subscriber, in whole or in part.

20. Severability

If any provision of the Subscriber Agreement, including these Terms and Conditions, is or becomes void or unenforceable by law, the other provisions shall remain valid and enforceable.

21. Injunctive Relief

Subscriber agrees that any breach by Subscriber of its Subscriber Agreement with TRADS may cause TRADS immediate and irreparable harm and that TRADS shall be entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity.

Last Updated: September 27, 2021