

EXPERIAN STANDARD TERMS AND CONDITIONS

This Standard Terms and Conditions ("STAC") is made on the Effective Date set forth below between **Experian Information Solutions, Inc.** ("Experian") and **Williamson County Elections Department** ("Client").

1. Agreement. The STAC contain the standard terms and conditions applicable to Experian's provision of products and services (collectively, the "Services") to Client. Terms and conditions specific to the Services ordered by Client are set forth in individual schedules signed by Client and the applicable Experian entity offering the Services (each, a "Schedule"). The STAC, together with the Schedules, and any other documents incorporated or referenced in a Schedule, constitute the "Agreement." In the event of any conflicting or inconsistent terms, the following order of precedence applies with respect to the Services offered pursuant to a Schedule: (a) the terms and conditions in a Schedule solely with respect to the Service offered pursuant to such Schedule, and (b) the STAC. The use of the term "days" shall mean "calendar days" unless otherwise specified.

2. Fees and Payment. Client shall pay Experian for the Services in the amounts agreed upon in writing and set forth in the applicable Schedule or other mutually agreed pricing document. Unless otherwise provided in the applicable Schedule or pricing document, Experian shall have the right to revise or amend the pricing by providing thirty (30) days' prior written notice to Client before such revision or amendment becomes effective. If Client requests a change to any business requirements relative to, or cancels, a Service, or any portion thereof, after Experian has commenced work, Client agrees to pay Experian for its costs incurred for such work in process. If the Services are substantially completed at the time of such change or cancellation, Client agrees to pay Experian the full price for such Services. Experian's invoices will be deemed to be correct and acceptable to Client unless Client advises Experian of disputed items within ten (10) days of their receipt. Payments shall be made to Experian within thirty (30) days of invoice date. If Client fails to pay any invoice in accordance with the foregoing terms, Experian reserves the right to suspend the Services and Client also shall pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The prices and rates for the Services do not include either shipping costs or applicable federal, state, local, or foreign sales or use taxes, and Client will pay or reimburse Experian for such shipping costs and taxes. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3. Data; Confidential Information.

A. Experian Data. The parties acknowledge and agree that the Services may include the delivery, access or use of (i) personal data or information that does or could be used to identify a consumer, (ii) credit data or data that is a consumer report as defined under the Fair Credit Reporting Act, as may be amended, (iii) data that has been furnished or otherwise provided by or on behalf of Client to Experian and is included in Experian databases, and (iv) any other data or information related to consumers and/or businesses, in each case provided or made available by or on behalf of Experian to Client (including, without limitation, business credit data and marketing data); and (v) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual consumer (collectively, "Experian Data"). Client represents and warrants that it shall not resell the Experian Data, and that it shall only access, receive and use the Experian Data in the manner explicitly permitted in a Schedule.

(i) Safeguards. Client agrees to treat such data responsibly and take reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, or any other person with access to such data. Client shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical,

and physical safeguards that are appropriate to Client's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to Client by Experian. Such safeguards shall, at minimum, include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) ensure the security and confidentiality of Experian Data, and other information provided by Experian, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Client shall, at a minimum, comply with Experian's standard security requirements with respect to Experian Data, and to the extent applicable to Client's access and use of the Services. Client shall provide a copy of its written security program to Experian upon request and shall adopt any safeguard that Experian may reasonably request. Client shall promptly notify Experian of any unauthorized access, use or disclosure of Experian Data. Client agrees to defend and indemnify and hold Experian and its affiliates harmless from and against all damages, liabilities, claims, losses, costs and expenses that Experian may incur, suffer, become liable for or which may be asserted or claimed against Experian as a result of Client's non-performance of any obligation with respect to Experian Data.

B. Client Data. Any non-public data or information provided by or on behalf of Client to Experian in connection with Client's request for the Services and which does not constitute Experian Data ("Client Data") is and shall continue to be the exclusive property of Client. Except as otherwise permitted in a Schedule, Experian agrees to (i) use Client Data only for purposes of providing the Services to Client, and (ii) take reasonable steps to maintain the confidentiality of Client Data and prevent unauthorized access, use or disclosure of Client Data.

C. Confidential Information. Client and Experian agree not disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party. Client and Experian each agree to use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information of a similar nature, but not less than reasonable care. The term "Confidential Information" means in any form: (a) all information marked confidential, restricted or proprietary; or (b) any other information that is treated as confidential by the disclosing party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally. The parties agree that Confidential Information does not include Experian Data or Client Data. Without limiting the generality of the foregoing, the parties agree that Experian's Confidential Information includes the confidential, proprietary, and trade secret information of Experian, its affiliates and their respective licensors and suppliers, which information includes, but is not limited to: (i) models, attributes, weights, data structures, Experian PINs, pricing structures, and application programming interfaces, (ii) the Agreement, and (iii) any other types of information applicable to the Services as maybe identified in a Schedule; and (iv) any copies or derivatives of such data or information.

4. Retained Rights; Access and Use.

A. Retained Rights. Client acknowledges that Experian has expended substantial time, effort and funds to develop, create, compile, provide and deliver the Services, Experian Data, Experian Confidential Information and various databases, improvements, technologies, inventions, developments, ideas, and discoveries associated therewith; all of which, when used in connection with the provision of, or access to, the Services shall be deemed part of the Services. Client agrees that the Services, all data in Experian's databases and any other intellectual property that are part of the Services or related to the Services are owned by Experian (or its licensors or providers, as applicable). Nothing contained in the Agreement shall be deemed to convey to Client or to any other party any ownership interest in or to any intellectual property or data provided in connection with the Services, Experian Data or Experian Confidential Information. Client shall not acquire any license to use the Services, Experian Data or any Experian Confidential Information in excess of the scope and/or duration described in the Agreement.

B. Access and Use. Client represents and warrants to Experian that it shall only access and use the Services and Experian Data for Client's

own internal business and solely in the manner explicitly permitted in the Agreement. Client further agrees that it shall not, and shall not permit others (including but not limited to any affiliate or related companies and users) to, (i) change, modify, add code or otherwise alter the Services in any manner, (ii) reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, or translate the Services, or (iii) use, transform, modify, or adapt the Services for use for any other purpose, including but not limited to use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipate product or service of Experian.

5. Compliance. Experian shall comply with all federal, state and local laws, rules and regulations applicable to Experian as a provider of the Services. Client shall comply with all federal, state and local laws, rules and regulations applicable to Client's access, collection, use, storage, transmission and provision to Experian of Client Data, and Client's access, receipt and use of the Services and Experian Data. Experian reserves the right to revise, amend or supplement the terms or conditions or pricing under the Agreement and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state, or local law, rule or regulation, a third party supplier, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to Client.

6. Domestic Access and Use. Client shall not access, transfer, or use the Services, Experian Confidential Information or Experian Data outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Services, Experian Confidential Information or Experian Data outside the United States or its territories shall require the prior written approval of Experian.

7. Term; Termination. The term of the Agreement shall begin upon the Effective Date set forth below and shall continue in effect until the termination or expiration of all Schedules. Upon any termination of the Agreement or a Schedule, Client shall immediately cease using the applicable Services, Experian Data and Experian Confidential Information in its possession. If either party is in material breach of the Agreement or any individual Schedule, the other party may terminate the individual Schedule and/or the Agreement, as applicable, provided such breach is not cured within thirty (30) days following written notice of such breach, unless such breach is the failure to pay for the Services under the terms of the Agreement, in which case Client shall have ten (10) days to cure such breach following notice. Notwithstanding the foregoing, the Agreement or any Schedule may be terminated by Experian immediately upon written notice to Client if in Experian's reasonable good faith judgment any Services, Experian Confidential Information and/or Experian Data provided to Client are being used or disclosed contrary to the Agreement and/or any Schedule. In the event that the Agreement or a Schedule is terminated as a result of a breach, the other party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party. Termination of the Agreement or any Schedule shall not relieve Client of its obligation to pay for any Services performed or provided by Experian under the Agreement or any Schedule. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.

8. Limited Warranty; Disclaimers. Experian warrants to Client that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY EXPERIAN HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES OR EXPERIAN DATA. BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO EXPERIAN BY OTHER SOURCES, EXPERIAN CANNOT AND WILL NOT, FOR THE FEE CHARGED FOR THE SERVICES, BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES, EXPERIAN DATA OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. IN ADDITION, EXPERIAN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXPERIAN SERVICES, ANY EXPERIAN DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY EXPERIAN HEREUNDER, AND EXPERIAN HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT

THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXPERIAN DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE EXPERIAN SERVICES TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES EXPERIAN MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS.

9. Acceptance. Client acknowledges that the prices Experian charges for the Services are based upon Experian's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Client and not Experian. Client agrees that it is responsible for determining that the Services are in accordance with Experian's obligations under the Agreement. If Client reasonably determines that the Services do not meet Experian's obligations under the Agreement, Client shall so notify Experian in writing within ten (10) days after access to or receipt of the Services in question. Client's failure to so notify Experian shall mean that Client accepts the Services or the performance of the Services as is. If Client so notifies Experian within ten (10) days after access to or receipt of the Services, then, unless Experian reasonably disputes Client's claim, Experian shall, at its option, either re-perform the Services in question or issue Client a credit for the amount Client paid to Experian for the nonconforming Services. EXPERIAN'S REPERFORMANCE OF THE SERVICES OR THE REFUND OF ANY FEES CLIENT HAS PAID FOR SUCH SERVICES SHALL CONSTITUTE CLIENT'S SOLE REMEDY AND EXPERIAN'S MAXIMUM LIABILITY UNDER THE AGREEMENT REGARDING THE SERVICES.

10. Limitation of Liability.

TO THE EXTENT AUTHORIZED UNDER TEXAS LAW CLIENT AGREES THAT EXPERIAN'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO EXPERIAN UNDER THE AGREEMENT FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE ALLEGED LOSSES OR INJURIES DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE ALLEGED LOSSES OR INJURIES BY EXPERIAN FIRST ACCRUED. CLIENT COVENANTS THAT IT WILL NOT SUE EXPERIAN FOR ANY AMOUNT GREATER THAN SUCH AMOUNT. CLIENT FURTHER ACKNOWLEDGES THAT SECTIONS 8 AND 9 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPRESENT A FAIR ALLOCATION OF THE RISK BASED ON THE PRICES EXPERIAN CHARGES FOR THE SERVICES AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, WILLFUL INFRINGEMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE.

11. Waiver; Severability. Either party may waive compliance by the other party with any covenants or conditions contained in the Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible

to that intent which the parties had or would have had, according to the spirit and purpose of the Agreement.

12. Audit. Client agrees that Experian will have the right to audit Client's and any of its agent's compliance with the terms of the Agreement, including its access, receipt and use of the Services, Experian Confidential Information and Experian Data. Client will be responsible for assuring full cooperation with Experian in connection with such audits and will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for such purpose. Experian agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Experian which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Experian agrees that Client shall have access during normal working hours to all necessary Experian facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Experian reasonable advance notice of intended audits.

13. Successors and Assigns; No Third-Party Beneficiaries. Client shall not assign, delegate, or otherwise transfer the Agreement or any of its rights or obligations under it, or purport to do any of these things, or any interest relating to the Agreement without the prior written approval of Experian. Any attempted assignment, delegation or transfer by Client without such approval shall be null and void *ab initio*. The dissolution, merger, consolidation, reorganization, assumption, sale or other transfer of assets, properties, or controlling interest of Client constitutes an assignment of the Agreement. Without the prior written consent of Client being required, Experian may use subcontractors to perform any of its obligations under the Agreement, and may assign or subcontract the Agreement or any of its rights under it to its affiliates or a subsequent owner. The Agreement is binding upon and inures to the benefit of the parties and their permitted successors and assigns. Persons or entities who are not a party to the Agreement (other than Experian and its affiliates, and their respective successors and assigns) shall not have any rights under the Agreement and the parties hereby agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a party to the Agreement (or an Experian affiliate) or a permitted successor assignee of such party.

14. Excusable Delays. Experian shall not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission or failure to perform by Client, and Client may be responsible to Experian for additional fees and costs associated therewith. Neither party shall be liable for any delay or failure in its performance under the Agreement (except for the payment of money) if and to the extent such delay or failure is caused by events beyond the reasonable control of the affected party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component

shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its reasonable effort to avoid or remove such causes of nonperformance and to complete delayed performance whenever such causes are removed.

15. Choice of Law and Mediation. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern. The parties agree to use mediation for dispute resolution prior to formal legal action being taken on this Contract.

16. Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Experian and Client shall be addressed to the addresses provided below each party's signature, or to such other address as either party shall designate in writing to the other from time to time.


17. Complete Agreement. The Agreement, as supplemented or amended by any Schedules, sets forth the entire understanding of Client and Experian with respect to the subject matter hereof, and the terms of the Agreement shall be superior to, control, and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto.

18. Amendments. The Agreement may only be amended in writing signed by authorized representatives of both parties.

19. Survival. The provisions of Sections 3, 4, 5, 7, 9, 10, 11, 12, 14, 15, 16, 18 and 20, in addition to any other provisions of the Agreement that would normally survive termination, shall survive termination of the Agreement for any reason.

20. Authority to Sign. Each party represents that (i) the person signing the Agreement or any Schedule has all right, power and authority to sign the Agreement on behalf of such party; (ii) it has full power and authority and all necessary authorizations to comply with the terms of the Agreement and to perform its obligations hereunder; and (iii) if it signs the Agreement with an electronic signature, it (a) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; (b) hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of the Agreement based on the fact that the terms were accepted with an electronic signature; and (c) shall ensure that its electronic signature vendor shall comply with the confidentiality obligations of the Agreement.

IN WITNESS WHEREOF, Client and Experian sign and deliver the STAC as of the Effective Date set forth below.

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| Experian Information Solutions, Inc. | |
| By: _____ |  |
| | Signature (Duly Authorized Representative Only) |
| Name: _____ | Heather Richey |
| | Print |
| Title: _____ | Compliance Director |
| Effective Date: _____ | 5/31/2019 |

Address for Notice: Experian, 475 Anton Boulevard, Costa Mesa, CA 92626, Attn: General Counsel, Law Department

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| Williamson County Elections Department | |
| Print or Type Legal Name of Client | |
| By: _____ | _____ |
| | Signature (Duly Authorized Representative Only) |
| Name: _____ | _____ |
| | Print |
| Title: _____ | _____ |

Physical Address for Notice: **301 SE Inner Loop, Suite 107 Georgetown, TX 78626**
Attn: **78626**

EXPERIAN CONSUMER SERVICES SCHEDULE

This Consumer Services Schedule ("Schedule") supplements the Experian Standard Terms and Conditions, dated **April 22, 2019** ("Agreement"), currently in place between Experian and Client.

1. Application. For the purposes of this Schedule, the term "Services" shall mean Experian's provision of services to Client which includes the supply of consumer credit information, account review services, identification information, generic scoring services, and other data services from information stored in one of Experian's consumer databases. Experian will provide Services to Client for the fees set forth in a pricing document signed by both parties that identifies the Services being ordered by Client and which incorporates this Schedule and the Agreement by reference.

2. Term. This Schedule shall commence on the Schedule Effective Date and continue in force without any fixed date of termination and either Client or Experian may terminate this Schedule upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, if a term is designated in a pricing document signed by both parties, such term will apply to this Schedule and Client shall have no right to terminate this Schedule upon thirty (30) days prior written notice with regards to the applicable Services.

3. FCRA Use. Client will request and use the Services strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 *et. seq.*, as amended (the "FCRA"). Without limiting the foregoing, Client certifies that Client will request and use the Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another "permissible purpose" as defined by the FCRA; and (ii) transactions involving the consumer as to whom such information is sought and will not request or use such Services for purposes prohibited by law. Permissible purpose does not include the collection of debts not voluntarily incurred by the consumer unless those debts are judicially established by a court order or judgment. Client further certifies that it will comply with all requirements of the FCRA applicable to it. If Client has purchased a consumer report from Experian in connection with a consumer's application for credit, and the consumer makes a timely request of Client, Client may share the contents of that report with the consumer as long as it does so without charge and only after authenticating the consumer's identity.

4. Data Use Restrictions. Client agrees that it will not, either directly or indirectly, itself or through any agent or third party, without the prior written consent of Experian, request, compile, store, maintain, resell or use the Services (including any of the information contained in the Services) to build its own credit reporting database. Client shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers and transmits Services to its authorized employee users. Client shall, at a minimum, comply with Experian's standard access security requirements.

5. Inquiries. When accessing Services, Client certifies it will use reasonable measures to identify consumers and will accurately provide Experian with complete identifying information about the consumer inquired upon in the form specified by Experian. Client will enter all requested Client and type code information when requesting Services. Experian may use Client's inquiry data for any purpose consistent with applicable federal, state and local laws, rules, and regulations. Client will be responsible for installing the necessary equipment, software and security codes to prevent unauthorized access to an Experian database.

6. Data Contribution. If Client contributes information on its credit experience with consumers, including updates thereof, (collectively "Client Records") to Experian, Client agrees to make Client Records available to Experian at mutually agreeable times and format, in accordance with Section 623 of the FCRA. Client shall provide Client Records which are accurate to the best of its knowledge and shall promptly update and correct all known inaccurate information. Client shall provide Experian with written notice (i) if any information is disputed by a consumer, (ii) if the consumer closes the account; and (iii) not later than 90 days after furnishing the information, of the date of the commencement of the delinquency of an account which is placed for collection. Client shall bear the expense of preparing and delivering Client's Records to Experian. Experian may incorporate, at Experian's expense, Client Records into its credit reporting system. Information, once incorporated and merged with other contributed data, will be Experian's exclusive property. Client shall retain ownership in information used to compile its Client Records. At Experian's request, Client will promptly reinvestigate and verify the accuracy of Client Records. Experian may use Client Records for any purpose consistent with applicable federal, state and local laws, rules, and regulations; provided, however, that Experian will use reasonable commercial efforts not to release a list that specifically identifies individuals as Client's customers. Where applicable, Experian and the credit reporting industry expect all data contributors to report collection accounts as "paid collection" transactions when they are paid. This information should not be deleted unless required by law. Although this may seem like a valuable consumer service and helps Client collect on debt, it is a disservice to credit grantors for Experian to allow the deletion of this valuable collection information. For these reasons, if Client is deleting valid collection information, or charging fees to delete information, or both, Experian reserves the right to terminate this Agreement immediately and remove Client Records from Experian's credit reporting system.

7. Third Party Processors. In the event Client chooses to use a third party to perform certain data processing or model building services, the parties understand and acknowledge that the third party shall be acting on behalf of Client. Client will cause the third party to (i) handle, process, and possess all Experian provided data in accordance with this Agreement, and (ii) sign a Third Party Processor Undertaking form. Client shall provide Experian with the appropriate mailing instructions at least ten (10) days prior to the requested shipment date.

ALL CLIENTS MUST COMPLETE THIS SECTION

8. Point of Sale Certification. In compliance with Section 1785.14(a) of the California Civil Code, Client certifies to Experian that (i) Client **IS** **IS NOT** a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale"); (ii) if Client is a Retail Seller who issues Point of Sale credit, Client will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person; and (iii) it will only use the appropriate subscriber code number designated by Experian for accessing consumer reports for California Point of Sale credit transactions conducted by Retail Seller. Client shall notify Experian within 24 hours of any change in Client's status as a Retail Seller.

**EXPERIAN
CONSUMER SERVICES SCHEDULE**

This Schedule, together with the applicable pricing document(s) and the Agreement as amended herein constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties.

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| Experian Information Solutions, Inc. | |
| By: <u>Heather Richey</u> | Signature (Duly Authorized Representative Only) |
| Name: <u>Heather Richey</u> | Print |
| Title: <u>Compliance Director</u> | |
| Schedule Effective Date: <u>5/31/2019</u> | |

| | |
|---|---|
| Williamson County Elections Department | |
| | Print or Type Full Legal Name of Client |
| By: _____ | Signature (Duly Authorized Representative Only) |
| Name: _____ | Print |
| Title: _____ | |

EXPERIAN PRECISE ID SERVICES SUPPLEMENT

This Precise ID Services Supplement (“Supplement”) supplements the Consumer Services Schedule to the Experian Standard Terms and Conditions, dated **April 22, 2019** (“Agreement”), currently in place between Experian and Client.

1. Services. For the purposes of this Supplement, “Services” shall include the Precise ID for ID Screening Services, Precise ID for Compliance, Precise ID for Identity Element Network, Precise ID for Account Opening Services, and Knowledge IQ through Precise ID Services, collectively the “Precise ID Services.” Services also include validations and analytics projects (“Validations”) described in a criteria letter and may utilize Depersonalized Data as defined below in Section 6. A criteria letter may include pricing and may be transmitted and approved by the parties via electronic mail.

A. The **Precise ID for ID Screening Services, Precise ID for Identity Element Network** and the **Precise ID for Compliance Services** shall mean the comparison of Client supplied consumer identifying information against identifying information contained in multiple Experian databases.

B. The **Precise ID Account Opening Services** shall mean the comparison of Client supplied consumer information against consumer identifying and credit information contained in multiple Experian databases.

C. The **Knowledge IQ through Precise ID Services** shall mean the question and response session providing identity verification in either FCRA or GLB regulated modes.

D. For **Validations**, Client shall specify in writing to Experian any information field that can be used by Client to link directly or indirectly to the personally identifiable information of any consumer in the Client data file it provides to Experian for the Services. Client represents to Experian that Client has the authority to provide the data to Experian required for performance of the Services at the time Client provides such data, and agrees that Experian may use Client’s consumer data for general product research and development after extraction of information identifying Client and the consumer whose records are utilized. Where a third party is specified in a criteria letter as performing validations and/or analytics projects in connection with the Services delivered to Client, Client acknowledges and agrees that (i) it has sufficient rights, title, and interest in any data it provides to Experian for such specified third party to use the data in performing validations and/or analytics for Client, (ii) Experian may provide the Client-supplied data to such third party for such purpose, and (iii) such third party may use and process Client-supplied data for such purpose.

E. Client may request detailed output for the Services in addition to the fraud risk score, classification type, or final decision.

F. Client agrees to provide Experian confirmed fraud feedback monthly during the Term based on its use of the Precise ID Services (“Outcome Reporting”) in the format specified by Experian, or as otherwise agreed by the parties in writing. Experian may use Outcome Reporting for general product research and development after extraction of information identifying Client and consumers.

G. Experian will provide the Services to Client for the fees set forth in the applicable pricing exhibit, which may be

updated from time to time upon mutual written agreement by the parties.

H. Except to the extent set forth herein, the term “Services” (as used in the Agreement) shall include the Precise ID Services and Validations, and the terms and conditions in the Agreement relating to Services will apply to the Precise ID Services and Validations described herein.

I. If Neustar MPIC Services are mutually agreed upon, then Client will abide by and Experian will provide the Services to Client in accordance with the terms and conditions contained in a separate addendum to this Supplement signed by the parties. Any customization of the standard Services will be subject to additional fees and separate written agreement.

2. Term. Unless otherwise stated in the applicable pricing exhibit, the Services shall be provided for a period of 1 (one) years from the Effective Date (“Initial Term”). Unless one party provides written notice of termination to the other party within thirty (30) days of the expiration date, the Services will automatically renew for additional one-year periods at its then current rates (each, a “Renewal Term”). The Initial Term and all Renewal Terms may collectively be referred to as the “Term.” In the event Client terminates the Services without cause prior to the end of the Initial Term or any Renewal Term, then Client agrees to pay Experian the sum of all fees due for the remainder of the Initial Term or Renewal Term, as applicable.

3. Client’s Certification of Use

NOTE: For regulatory purposes, and to ensure that the appropriate certifications are in place throughout the duration of Client’s use of the Services, the certifications in A through F below are contained within this Supplement. That said, only those certifications herein that are applicable to Client’s use of the Services at any given time will apply.

A. GLB Certification. Client certifies to Experian that Client will use the Services to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability under the Gramm-Leach-Bliley Act, 15 U.S.C.A. Sec. 6801, *et seq.* Client will not use the Precise ID for ID Screening, Precise ID for Compliance, or ID Screening Knowledge IQ Services for the granting or denial of credit or for the setting of credit terms or pricing.

B. Credit Information Certification. *When Client chooses to use consumer credit data in the Services*, then Client certifies that it has a “permissible purpose” under the Fair Credit Reporting Act, 15 U.S.C. 1681 *et seq.* (“FCRA”). If Client’s “permissible purpose” is based upon the written instructions of the consumer via the Internet, then Client shall obtain the consumer’s written instructions in a manner substantially similar to that provided for in Section 7A below, or if Client obtains the consumer’s consent to access credit data over the telephone, Client shall do so as provided for in Section 7B below. If Client’s permissible purpose is “a legitimate business need for the information in

connection with a business transaction that is initiated by the consumer,” then the written instructions provisions of this Supplement and Section 7 do not apply, but only where (i) the Client has a risk of financial loss in the transaction, or (ii) Client uses the information to detect or prevent actual or potential fraud, to verify the identity of a consumer paying by check, to verify the identity of a consumer opening a DDA Checking Account, or for tenant screening. Client acknowledges and agrees that unless the number of inquiries made with respect to a consumer report is among the top four factors adversely affecting the credit score provided as part of the Precise ID Services, Experian does not output the same as an adverse action factor. If Client is using the Precise ID Services for mortgage lending credit decisions, Client further acknowledges that it must obtain a credit score that will disclose such key factor in accordance with the requirements of Section 609(g) of the FCRA. In any case, Client certifies that it will request and use all data received from Experian solely for its internal purposes in connection with transactions involving the consumer as to whom such information is sought and that it will not provide the Services to any third party. If Client chooses to use custom Fraud Penetration Index (“FPI”) attributes within Precise ID for Account Opening Services, Client certifies that: (i) it will obtain and use the consumer’s written instructions as Client’s sole permissible purpose under the FCRA; (ii) Client understands that the custom FPI application has not been developed to be compliant with the Equal Credit Opportunity Act, 15 U.S.C. 1691 *et seq.*; and (iii) therefore, Client will not use the Precise ID for Account Opening Services for the granting or denial of credit or for the setting of credit terms or pricing.

C. Use of OFAC Data. Matching of names to the OFAC list is based on very limited identification information. A match does not necessarily indicate that the consumer about whom Customer inquired is the same person referenced by OFAC. **Accordingly, if Client receives an OFAC result code in Client’s Precise ID Services,** Client acknowledges that any action taken by Client regarding a consumer must be taken based on Client’s complete investigation of the consumer and not based solely on the OFAC information.

D. Certification for Use of Motor Vehicle and Property Data. If Client chooses to use vehicle ownership data in the Services, Client certifies that its use is in compliance with the Driver’s Privacy Protection Act of 1994 (18 U.S.C. Sec. 2721(b)(3)). Further, motor vehicle department data and property information will be used solely for authentication purposes.

E. Client’s Use of Alternate Source Data. Certain product options offer questions which use information from Experian’s non-FCRA data sources (“Alternate Source Data”). **When using FCRA regulated product options,** Client certifies that it will obtain the consumer’s written instructions prior to accessing any questions based on alternate source data.

When using Alternative Source Data, Client certifies that it will not use the Alternate Source Data with the FCRA or GLB regulated Services provided hereunder for the granting of or denial of credit or any other FCRA permissible purpose. **Further, when using Alternate Source Data with FCRA regulated Services,** Client certifies that it will obtain and use the consumer’s written instructions as Client’s sole permissible purpose under the FCRA.

F. Use of Services for Compliance. **In the event that Client uses the Services for compliance with any law, regulation or similar requirement applicable to Client,** including without limitation the Red Flags Rules under the Fair and Accurate Credit Transactions Act or the regulations pursuant to the Office of Foreign Assets Control (“Applicable Law”), Client shall be solely responsible for such compliance, including without limitation the sufficiency of the Services for such purpose and any and all selection of criteria or attributes used in the Services. In addition to all other disclaimers in the Agreement and/or this Supplement and other applicable schedules or supplements, Experian hereby expressly disclaims any express or implied warranty or other assurance that Client’s use of the Services will be sufficient to comply with Applicable Law, whether or not Experian has been apprised of such use. Experian shall not be deemed to have rendered to Client any legal or other advice, including with respect to Client’s selection of criteria or attributes. Client warrants that it will use the Services in compliance with Applicable Law. Client shall defend and indemnify Experian and/or its affiliates for any and all liabilities, costs and expenses and/or damages incurred by Experian and/or its affiliates resulting from any noncompliance with Applicable Law by Client.

4. System Implementation Approval. If applicable, Experian will configure the Services pursuant to specifications provided by Client in the Sign Up Form. Upon completion of the configuration, Client shall test and audit performance of the Services to ensure proper configuration. Client shall notify Experian if the Services fail to meet the configuration requirements, and Experian shall modify the configuration to meet Client’s requirements set forth in the Sign Up Form. Such modification constitutes Client’s sole remedy for failure to configure the Services in accordance with the Sign Up Form and Experian’s maximum liability for any such failure.

5. Client Use Restrictions. Except as expressly contemplated by this Supplement, Client shall not (a) distribute, publish, transmit or disseminate, in any form or by any means (including, without limitation, any internet) any part of the Services or the data delivered as part of the Services (the “Data”), (b) allow any third party to access the Services or the Data (including evaluation results), (c) sell, sublicense, resell or otherwise transfer any of the Services or the Data, or (d) use the Services or Data to identify or solicit potential customers for its products or services.

6. Depersonalized (Coded) Data/Historical Validation. Depersonalized Data means certain data about consumers possessed by Experian and retained for modeling and research purposes which has consumers’ identifying information coded or masked. Upon Client’s request, Experian will provide the Depersonalized Data that may also include a record identifier. Client certifies to Experian that Client has no known ability to, and will not seek to (a) link the Depersonalized Data or record identifier to the individual identity of the consumer, including but not limited to, name, address, social security number, or customer account number, whose credit data is contained in or used to prepare the Services, or (b) otherwise identify the individual identity of the consumer whose credit data is contained in or used to prepare the Depersonalized Data. Client agrees that it will not, either directly or indirectly, itself or through any agent or third party, without the prior written consent of Experian request, compile, store, maintain, resell or use the Depersonalized Data to build its own credit reporting database. Client shall be solely responsible for assuring the

secure and confidential manner in which it stores, delivers and transmits the Depersonalized Data to its authorized employee users.

7. **Written Instructions.** Subsections 7A and 7B below shall apply as described in Section 3B above.

A. FCRA Compliance--Written Instructions. Client shall substantially comply with the following web site requirements:

(1) Client will prominently display a message specifically informing the consumer that his or her credit profile will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the Client under the FCRA. Client agrees that the notice provided by Client will be substantially as follows:

"You understand that by clicking on the I AGREE button immediately following this notice, you are providing 'written instructions' to (Client) under the Fair Credit Reporting Act authorizing (Client) to obtain information from your personal credit profile or other information from Experian. You authorize (Client) to obtain such information _____ solely to _____ (insert purpose e.g. to confirm your identity to avoid fraudulent transactions in your name.)

(2) The "I AGREE" button must immediately follow the notice provided for above. The notice and "I AGREE" button must be separate from any other notice or message contained on the web site.

(3) The consumer must have the ability to fully review any of the terms to which he or she is agreeing immediately preceding the consensual click.

(4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.

(5) The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.

(6) The record of the consumer's 'written instruction' by clicking "I AGREE" must be retained by Client in a form that is capable of being accurately reproduced for later reference by the parties.

B. Written Instructions by Telephone. If Client is obtaining "written instructions" over the telephone, Client shall substantially comply with the following requirements which are designed to comply with the Electronic Records and Signatures in Commerce Act:

(1) Client will ask each consumer to confirm his or her consent to access such persons credit report for authentication purposes by asking the following: "In order to verify your identity, you need to authorize Client to access your credit report for authentication purposes. Please confirm your authorization to access your credit report for authentication purposes by pressing the # key now";

(2) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his credit report as provided above; and

(3) The record of the consumer's 'written instruction' by pressing the # symbol must be retained by Client in a form that is capable of being accurately reproduced for later reference by the parties.

8. Referrals. Client authorizes Experian to use Client's name in any reference list of current clients of Precise ID Services.

This Supplement, its exhibits, and if applicable, the Sign Up Form, together with the Agreement and its applicable Consumer Services Schedule as amended herein constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties with respect thereto.

| | |
|---|--|
| Experian Information Solutions, Inc. | |
| By: | <u>Heather Richey</u> Signature (Duly Authorized Representative Only) |
| Name: | <u>Heather Richey</u> Print |
| Title: | <u>Compliance Director</u> |
| Supplement Effective Date: | <u>5/31/2019</u> |

| | |
|---|--|
| Williamson County Elections Department | |
| | _____ Print or Type Name of Client |
| By: | _____ Signature (Duly Authorized Representative Only) |
| Name: | _____ Print |
| Title: | _____ |

EXPERIAN PRECISE ID SERVICES SUPPLEMENT

PRICING EXHIBIT

Experian will provide the Precise ID Services to Client for the fees set forth in this Pricing Exhibit. The fees shall become effective on the Pricing Exhibit Effective Date indicated below, and may be superseded by any conflicting fees agreed to by the parties in subsequently executed Pricing Exhibits to the Supplement.

Services:

Precise ID for Compliance

Term:

One (1) year from the Pricing Exhibit Effective Date

Pricing:

Web UI Annual Fee for up to 360 transactions - \$79.20

Transaction fee for excess transactions - \$0.22 each excess transaction

Assumptions for Client to receive above pricing:

1. Implementation fee - \$ 3,000.00
2. Implementation cost is a one-time cost for configuration and testing efforts. Future batches do not incur implementation fees.
3. Transactions above the annual allotment are billed at \$0.22 per transaction.
4. Support is included in the above fees.
5. Experian provides SME guidance during planning, implementation and testing.
6. Help desk support for agency staff is included. Help desk services for the end-user (citizen) are not included.
7. Minors are not available for processing per regulations.
8. No production testing is permitted with live PII, per regulations.
9. Pricing is subject to standard terms and conditions for regulatory coverage.
10. Online, real-time access has no agency user limit.

Client shall pay Experian any credit card convenience fees associated with payments Client makes by credit card.

Prices do not include applicable Sales and Use Tax which will be added separately, if applicable.

This Pricing Exhibit is part of the Precise ID Services Supplement and applicable addenda, and together with the Agreement and its applicable Consumer Services Schedule constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties with respect thereto.

| | |
|---|--|
| Experian Information Solutions, Inc. | |
| By: <u>Heather Richey</u> | |
| Signature (Duly Authorized Representative Only) | |
| Name: <u>Heather Richey</u> | |
| Print | |
| Title: <u>Compliance Director</u> | |
| Pricing Exhibit Effective Date: <u>5/31/2019</u> | |

| | |
|---|------------------------------|
| Williamson County Elections Department | |
| | Print or Type Name of Client |
| By: _____ | |
| Signature (Duly Authorized Representative Only) | |
| Name: _____ | |
| Print | |
| Title: _____ | |

**EXPERIAN
DEATH MASTER FILE ADDENDUM**

This Death Master File Addendum ("Addendum") supplements the Experian Standard Terms and Conditions, dated **April 22, 2019** ("Agreement"), currently in place between Experian and Client.

Client and Experian agree as follows:

1. "Experian Services" as used herein shall mean services provided to Client by Experian Information Solutions, Inc.
2. Client acknowledges many Experian Services contain information from the Death Master File as issued by the Social Security Administration ("DMF"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, Client certifies that consistent with its applicable FCRA or GLB use of Experian Services, Client's use of deceased flags or other indicia within the Experian Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1).
3. Client further certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Experian Services.
4. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between this Addendum, Schedules, Supplements, pricing document(s) and the Agreement, the terms and conditions of this Addendum shall prevail.

This Addendum, together with the applicable Schedules, Supplements, pricing document(s) and the Agreement as amended herein constitute the entire agreement between the parties with respect to the Experian Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties.

| | |
|--|--|
| Experian Information Solutions, Inc. | |
| By: <u>Heather Richey</u> | |
| <small>Signature (Duly Authorized Representative Only)</small> | |
| Name: <u>Heather Richey</u> | |
| <small>Print</small> | |
| Title: <u>Compliance Director</u> | |
| Addendum Effective Date: <u>5/31/2019</u> | |

| | |
|---|--|
| Williamson County Elections Department | |
| _____ <small>Print or Type Full Legal Name of Client</small> | |
| By: _____ | |
| <small>Signature (Duly Authorized Representative Only)</small> | |
| Name: _____ | |
| <small>Print</small> | |
| Title: _____ | |