

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

Application: Must be completed in its entirety.

Company	
Name of Company or Agency ("Subscriber"): Williamson County Attorney's Office - TX DBA:	
Federal Employee Identification Number (FEIN): 74-600978	
Physical Address: 405 Martin Luther King, Suite 229, Georgetown, Tx 78626	
Phone Number: 512-943-1111	Number of Employees: 6
Type of Business (LLC, C-Corp, S-Corp):	Industry:
Web Site Address: www.wilco.org	
Business/Profession License # (if applicable): Please provide copy of license	
Primary Administrator (The person responsible for managing your account on behalf of the Company.)	
Name: John McKinney	Title: Deputy Chief Investigator
Address (if not Headquarters):	
Direct Phone #: 512-943-1125	Cell Phone #: 432-413-9548
F-mail Address jdmckinney@wilco.org	

## **Subscriber Agreement:**

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

- 1. Subscriber understands and agrees that TRADS offers public record products and other products and services ("TRADS Services") that may contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Billey Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which, and without limitation, the Subscriber certifies to comply, where applicable.
- 2. TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute "consumer report(s)," as defined by FCRA. TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.
- 3. TRADS may make a reasonable number of TRADS Services available to the Subscriber on a trial basis free of charge until the earlier of (a) fourteen (14) calendar days or as otherwise agreed to by TRADS in writing or (b) 1,000 transactions or (c) the start date of purchased TRADS Services ordered by Subscriber. Subscriber access to TRADS Services during any such free trial shall be subject to all the terms of your Subscriber Agreement and the online Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within the time frames specified in Section 6(a) below.
- 4. Either party may terminate this Agreement at any time upon notice to the other party.
- 5. This Agreement, the attachments, if any, and the online Terms and Conditions, all incorporated by reference, constitute the entire agreement between Subscriber and TRADS. Terms and Conditions may be found at <a href="http://www.TLO.com/termsandconditions">http://www.TLO.com/termsandconditions</a>.
- 6. Notwithstanding anything to the contrary contained in the online Terms and Conditions, TRADS and this particular Subscriber agree as follows:
  - a) Texas Prompt Payment Act Compliance: 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 Customer 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 Customer 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 Customer'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.

[Signature on following page]





## **AUTHORIZATION AND ACCEPTANCE OF TERMS**

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

Name of Company or Agency ("Subscriber"): DBA: Authorized Signature: DATE: Print Name of Authorized Signer: TITLE:

Date: 10-26-2020