

LAW ENFORCEMENT AGENCY
SUBSCRIBER AGREEMENT

This Agreement is entered into as of the date indicated below, by and between El Dorado County Sheriff's Office ("Agency") and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the Application by TRADS.

1. TRADS agrees to provide Agency access to and use of TRADS Services. TRADS grants Agency a personal, non-exclusive, non-transferable, revocable license to obtain and use the TRADS Services pursuant to the terms of this Agreement. Either party may terminate this Agreement at any time. Agency understands that TRADS Services contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725), all of which the Agency certifies to comply.
2. If Agency desires to receive TRADS Services subject to GLBA, Agency hereby certifies that the specific purpose(s) for which such TRADS Services will be requested, obtained and used by Agency 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:
 - o To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
 - o 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,
 - o To comply with federal, state, or local laws, rules, and other applicable legal requirements.
3. If Agency desires to receive TRADS Services subject to DPPA, Agency hereby certifies that it will request, obtain, and use such TRADS Services only for one of the following permitted uses under the DPPA:
 - o 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.
 - o 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.
4. TRADS is not a "consumer reporting agency," and TRADS Services do not constitute a "consumer report," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Agency represents and warrants that the TRADS Services obtained hereunder will not be used in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the FCRA. The TRADS Services are provided "as-is", with no warranties of any kind, including without limitation, those as to quality, accuracy, completeness, timeliness, or currentness, 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. Information obtained from TRADS Services should not be relied upon as accurate. Before relying on any such information, Agency must verify it independently through other investigative means in accordance with Agency's guidelines and protocols.
5. Agency agrees to designate an account administrator to ensure compliance with this Agreement by all users granted access by the Agency. Specifically, the account administrator is responsible for (i) allowing only appropriate employees to obtain TRADS Services in compliance with this Agreement; (ii) monitoring appropriate use of TRADS Services by the Agency and its employees; (iii) maintaining accurate records of all current employees with access to TRADS Services, and all former employees who have ever accessed them; (iv) issuing guidelines for the appropriate use of TRADS Services by its users; (v) ensuring that each of its users is accessing TRADS Services with only his or her own individually-assigned username and password; and (vi) terminating access when a user is no longer employed by Agency, is transferred to new duties not requiring access, or is suspected of improper access or use of TRADS Services. Agency will employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services. Agency will immediately notify TRADS at SecurityIncident@TransUnion.com of any breach of security in which an unauthorized person has gained access to TRADS Services. TRADS may audit Agency's use of TRADS Services. Agency agrees to cooperate and to provide TRADS all documentation reasonably requested relating to Agency's account.
6. Agency will not use or allow use of TRADS Services for any commercial or non-law enforcement purposes.
7. Agency agrees to hold TRADS and its representatives, including parents, subsidiaries and affiliates, harmless from any and all liabilities relating to Agency's use of TRADS Services or any breach of this Agreement by Agency. TRADS's entire liability to Agency is limited to direct damages not exceeding the fee paid by Agency for the TRADS Services obtained. TRADS shall not be liable for any other damages, costs or expenses whatsoever.
8. Agency agrees to pay TRADS all applicable charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement. If Agency is using TRADS Services during a free trial period, there is no obligation to pay for those services accessed during such period.
9. This Agreement, the Attachments and the Terms and Conditions located at <http://www.TLO.com/termsandconditions/LE/> *and as attached and incorporated hereinto* all incorporated by reference, constitute the entire agreement between Agency and TRADS. This Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed, in whole or in part, without TRADS's prior written approval.

I certify that I have read and agree to this Agreement, the Attachments, and the Terms and Conditions, that I am authorized to execute this Agreement on behalf of Agency, and that all information I have provided is true and correct. All of the foregoing is accepted and agreed to by:

El Dorado County Sheriff's Office

Agency Name ("Agency")

X

Authorized Agency Designee Signature Date
Chair, El Dorado County Board of Supervisors

Type or Print Name of Authorized Agency Designee

ATTEST:

James S. Mitrisin, Clerk of the Board

Revised 03/27/14

Account # 47721

ATTACHMENT "A"

Law Enforcement Agency

Agency Name: <input type="text" value="El Dorado County Sheriff's Office"/>	
Agency Address: <input type="text" value="300 Fair Ln, Placerville, CA 95667-4102"/>	
Agency Phone #: <input type="text" value="5306215655"/>	Agency Web Site: <input type="text" value="www.edcgov.us/Sheriff"/>
Agency ORI: <input type="text" value="CA0090000"/>	Number of Sworn Positions in the Agency: <input type="text" value="Unknown"/>

Agency Head

Name: <input type="text" value="Sheriff John D'Agostini"/>	
Phone #: <input type="text" value="530/621-6529"/>	E-mail Address: <input type="text" value="john.dagostini@edso.org"/>

Authorized Agency Designee (Supervisory rank with authority to bind the Agency)

Name: <input type="text" value="Terri Daly vacant Chair, El Dorado County Board of Supervisors"/>	
Division: <input type="text" value="Chief Administrative Office Board of Supervisors"/>	
Rank: <input type="text" value="Purchasing Agent Chair"/>	ID/Badge Number: <input type="text" value="N/A"/>
Direct Phone #: <input type="text" value="530/621-5830--"/>	E-mail Address: <input type="text" value="theresa.daly@edcgov.us"/>
Cell Phone #: <input type="text"/>	

Account Administrator (The person responsible for managing your account on behalf of the Agency)

Name: <input type="text" value="Nolan Tracy"/>	
Division: <input type="text"/>	
Rank: <input type="text" value="Detective"/>	ID/Badge Number: <input type="text"/>
Address (if not Headquarters): <input type="text"/>	
Direct Phone #: <input type="text" value="530-642-4735"/>	Cell Phone #: <input type="text" value="530-401-0331"/>
E-mail Address: <input type="text" value="tracyn@edso.org"/>	

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment"), effective as of the date set forth in the signature block below, is to the Law Enforcement Agency Subscriber Agreement (the "Agreement"), incorporated by reference, between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the agency identified in the signature block below ("Agency").

In consideration of the parties' mutual promises, and other good and valuable consideration, TRADS and Agency desire to amend the Agreement and agree as follows:

1. Effective on Feb 15, 2014, during the term of the Agreement, Agency agrees to pay TRADS all applicable charges for products and/or services accessed as set forth in Attachment "A" to this Amendment.

Except as expressly amended above, all of the terms and conditions of the Agreement shall continue in full force and effect. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one in the same instrument, and any of the parties hereto may execute this Amendment by signing such counterpart in the original, or by facsimile or other electronic transmission.

All of the foregoing is accepted and agreed to by:

El Dorado County Sheriff's Office #47721

Agency

Signed by: _____

Authorized Agency Designee
Chair, El Dorado County Board of Supervisors

Print Name: _____

Date: _____

Account Number: 47721

ATTEST:
James S. Mitkisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

ATTACHMENT "A"

<p>Subscriber: El Dorado County Sheriff's Office #47721</p> <p>Subscriber ID: 47721 Effective Date: Feb 15, 2014 Pricing Contract: Flat Rate – Transactions</p> <p>Term: This Agreement shall commence on the Effective Date and continue in effect for 12 months. Thereafter, the Agreement shall automatically renew for additional successive 12-month terms unless written notice of intent not to renew is provided by one party to the other at least 60 days prior to the expiration of the then current term.</p>	<p>Monthly Fee: \$110</p> <p>Monthly Transactions: 500 (unused Monthly Transactions do not rollover)</p>
	<p>Agreement includes the following searches:</p> <p>All searches and reports EXCLUDING:</p> <ul style="list-style-type: none">- Super Reverse Lookup- Vehicle Sightings Report- Social Media Search <p>- Transactions included in the Monthly Fee pertain to searches and reports currently offered through TLOxp as of 09/15/2014. Additional searches and/or reports that fall outside of the Monthly Fee may be added to TLOxp in the future</p> <p>Each search listed above is a "transaction."</p> <ul style="list-style-type: none">- All included transactions in excess of monthly transactions will be charged at a rate of \$0.22 per transaction <p>Pricing for excluded searches:</p> <ul style="list-style-type: none">- Super Reverse Phone Lookup will be charged at \$0.25 per transaction- Vehicle Sightings Report will be charged \$8 for each category (current, recent or historical) - \$20 for all 3 categories at once- Social Media Search will be charged \$1.00 per transaction- All other searches/reports are subject to TLO Pricing, which may change from time to time

Subscriber Initials _____

Terms and Conditions for Law Enforcement

TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") grants Agency a personal, non-exclusive, non-transferable, revocable license to obtain and use the TRADS Services. Agency acknowledges that Agency has been granted this license because of Agency's representations to TRADS regarding its authorized use of TRADS Services.

The TRADS Services are provided "as-is", with no warranties of any kind, including without limitation, those as to quality, accuracy, completeness, timeliness, or currentness, 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 and its representatives, including parents, subsidiaries and affiliates, shall not be liable for, and Agency agrees not to sue for, any claim relating to TRADS's procuring, compiling, collecting, interpreting, reporting, communicating, or delivering TRADS Services.

Agency is not an agent or representative of TRADS and will not represent that it is to any third party.

The terms in your Subscriber Agreement and these Terms relating to disclaimer of warranties, access and use of TRADS Services, audit, limitation of liability, indemnification, your release of claims, confidentiality of information, and payment for TRADS Services shall survive any termination.

Agreements with TRADS may be modified only by a written amendment signed by both parties.

Agency agrees that any breach by Agency of its agreements with TRADS would cause TRADS irreparable harm and that, in addition to money damages, TRADS shall be entitled to injunctive relief, without having to post a bond.

Agency shall hold in confidence and shall not disclose, in whole or in part, information (UNLESS REQUIRED BY LAW) relating to TRADS's business, including, without limitation, products, services, systems, processes, pricing, data sources, test results, and other technical and financial information, including the terms of your Subscriber Agreement, as well as information derived from TRADS Services ("Services Information"), and any analyses, compilations and reports derived from any of the foregoing. Except for the limited access and use rights granted in your Subscriber Agreement, TRADS retains all right, title and interest in TRADS Services and Services Information and Agency shall not be granted any ownership rights or title thereto. Since Services Information is available to other subscribers, such information is not the confidential information of Agency.

In the event a conflict arises between either the terms in your Subscriber Agreement or these Terms and any other agreement, the terms in the Subscriber Agreement and/or these Terms shall prevail.

To the extent that any TRADS Services rely upon or use information from any third-party

TLOxp® Free 15 Day Trial*
Sign up now

*Offer available to new customers only

Market-leading risk management solutions

- Verify identity
- Prevent and detect internal and external fraud
- Link people, businesses, and assets
- Conduct enhanced due diligence
- Increase the effectiveness of current fraud prevention and legislative compliance programs
- Identify relationships between customers, people, and businesses
- Investigate potential conflicts of interest

[Learn More >](#)

sources, then those sources shall be third-party beneficiaries with all rights and privileges of TRADS. TRADS, and any such sources (as third-party beneficiaries), are entitled to enforce your Subscriber Agreement and these Terms directly against you.

Your Subscriber Agreement and these Terms shall be governed by ~~Delaware law~~ **CALIFORNIA**, without reference to its choice of law rules. Venue for all actions shall be in the ~~United States District Court for the Southern District of Florida or the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida~~ **EL DORADO COUNTY**. The prevailing party in any action shall be entitled to reasonable attorneys' fees and costs.

Limitations on Use

TRADS Services may not be used (i) for personal reasons, including locating friends, family members, famous people, government officials, or election candidates; (ii) for marketing purposes; or (iii) to view your personal information except for training purposes to learn the system.

Neither TRADS Services, nor any Services Information, may be resold under any circumstances.

TRADS Services may only be accessed from within the United States.

TRADS Services are Intended for use by Agency only. Services Information may not be delivered to, or filed with, third parties.

Agency agrees to limit use of TRADS Services and Services Information to only those uses certified to by Agency.

Agency must (i) not disclose passwords to anyone, even if they claim to be an employee 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) destroy all hard copies and electronic files of Services Information when no longer needed and when applicable regulation(s) permit destruction; and (iv) have their workstations configured to automatically lock after 15 minutes of inactivity or set the TLOxp® session time out to no more than 15 minutes.

Certain data provided by TRADS as part of TRADS Services may include information obtained from the Death Master File (DMF) 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 Agency is granted access to DMF data, Agency certifies compliance with 15 CFR Part 1110. Agency's failure to comply with 15 CFR Part 1110 may subject Agency 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.

Last Updated: April 16, 2014

Get to know TLOxp®

ABOUT US

- About Us
- Careers
- News

INDUSTRIES

- Collections
- Attorneys and Law Firms
- Licensed Investigators
- Financial Services
- Insurance

TLOxp®

- About TLOxp®
- Searches and reports
- Batch processing and API integration
- Pricing
- Vehicle Sightings