

Contract No. 067-S1811

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

Application: Must be completed in its entirety. Company Name of Company or Agency ("Subscriber"): El Dorado County District Attorney DBA: Federal Employee Identification Number (FEIN): Physical Address: 515 Main St, Placerville, CA 95667-5609 Phone Number: 530 621 6472 Number of Employees: Unknown Type of Business (LLC, C-Corp, S-Corp): Public Industry: Law Enforcement Web Site Address: edcgov.us/eldoda Business / Professional License # (if applicable): Please provide copy of license Primary Administrator (The person responsible for managing your account on behalf of the Company) Name: Sandra Bice Investigative Assistant Address (if not Headquarters): Direct Phone #: 530-621-6737 Cell Phone #: 916-534-4072 E-mail Address: sandra.bice@edcgov.us **Subscriber Agreement:** This Subscriber Agreement ("Agreement") is entered into as of the date indicated below, by and between Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the foregoing Application by TRADS. 1. Subscriber understands and agrees that TRADS offers public record products and other products and services ("TRADS Services") that contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Billey Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply. 2. TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute "consumer report(s)," as defined by FCRA. TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA. 3. TRADS may make a reasonable number of TRADS Services available to the Subscriber on a trial basis free of charge until the earlier of (a) seven (7) calendar days or as otherwise agreed to by TRADS in writing or (b) 300 transactions or (c) the start date of purchased TRADS Services ordered by Subscriber. Subscriber access to TRADS Services during any such free trial shall be subject to all the terms of your Subscriber Agreement and the online Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice. 4. Either party may terminate this Agreement at any time upon notice to the other party. 5. This Agreement, the attachments, if any, and the online Terms and Conditions, all incorporated by reference, constitute the entire agreement between Subscriber and TRADS. Terms and Conditions may be found at http://www.TLO.com/termsandconditions. **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"): El Dorado County District Attorney Authorized Signature: DATE:

Print Name of Authorized Signer:

Vern Pierson

TITLE: District Attorney

TransUnion.

ATTACHMENT "A"

PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Agency. The Agency agrees as follows:

- 1. Effective Date; Term. The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Thereafter, this Supplement shall automatically renew for successive periods equal to the Supplement Term, unless either party provides the other party with written notice of termination at least sixty (60) days prior to the expiration of the thencurrent Supplement Term. Upon termination of this Supplement, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
- 2. **Fees and Charges**. Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
- 3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings as defined in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

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

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PRICING SHEET to Pricing Supplement

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Monthly Fee: \$ 150.00
Number of Monthly Transactions: 500
The Monthly Fee includes the above number of Monthly Transactions, subject to the Excluded Searches/Reports and
Transactional Overage Pricing sections below. Unused Monthly Transactions do not rollover into a subsequent month.
through the TRADS Services as of the Effective Date, except as are also excluded.
Comprehensive Report – Person
Comprehensive Report – Business
Locate/Asset Report Address Report
Global Watch List
S' then-current fees and charges (unless a price is specified above) e fees and charges for Excluded Searches/Reports shall be in re released searches and/or reports from the Monthly Fee.
above will be subject to TRADS' then-current fees and charges on
ect to Agency's data access rights. Transactional Overage Pricing
onse to a search query.
nis page constitutes agreement to and acceptance of this

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