



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

Application: Must be completed in its entirety.

Agency	
Name of Government Agency ("Subscriber"):	
Federal Employee Identification Number (FEIN):	
Physical Address:	
Phone Number:	Size of Government Agency (Number of Agency Employees):
Web Site Address:	

Proposed Administrator (The person responsible for managing your account on behalf of the Company.)	
Name:	Title:
Address (if not Agency's Main Address):	
Direct Phone #:	Cell Phone #:
E-mail Address:	

Subscriber Agreement:

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

- 1. Restricted License.** TRADS grants to Subscriber a restricted personal, non-exclusive, non-transferable, non-sublicenseable, revocable license to obtain and use certain public record products and other products and services provided by TRADS ("TRADS Services") as permitted by this Agreement and all applicable laws, rules, regulations and regulatory directives. Subscriber shall obtain and use the TRADS Services for Subscriber's own internal business purposes consistent with this Agreement and for no other purpose. Either party may terminate this Agreement at any time upon notice to the other party.
- 2. Fees and Payment.** In accordance with FAR provision 52.212-4(i), Subscriber agrees to pay the GSA Multiple Award Schedule (MAS) Contractor and the GSA MAS Contractor agrees to pay TRADS all applicable charges for TRADS Services accessed.
- 3. Audit.** TRADS may audit Subscriber's use of TRADS Services for the purpose of investigating and confirming that Subscriber has a permissible purpose for receiving TRADS Services and that Subscriber is acting in accordance with this Agreement and applicable law. Subscriber agrees to cooperate and to provide TRADS all documentation reasonably requested relating to Subscriber's account. Violations discovered in any audit may be subject to immediate action including, but not limited to, legal action, termination of the license, reactivation fees, and/or referral to federal or state regulatory agencies.
- 4. Compliance with Law.** 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-Bliley 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.
- 5. Gramm-Leach-Bliley Act Data.** If Subscriber desires to receive TRADS Services subject to GLBA, Subscriber hereby certifies that the specific purpose(s) for which such TRADS Services will be requested, obtained and used by Subscriber 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.
6. Drivers Privacy Protection Act Data. If Subscriber desires to receive TRADS Services subject to DPPA, Subscriber hereby certifies that it will request, obtain, and use such TRADS Services only 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.
7. 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. 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. If Subscriber is using TRADS Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Subscriber 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.
 - Include in prioritization and segmentation activities.
 - Determine a consumer's collectability.
- Subscriber shall not 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.
8. Death Master File ("DMF") 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 certifies compliance with 15 CFR 1110.
9. Disclaimer of Warranties; Limitation of Liabilities. 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 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 to Subscriber or other third parties for any claim relating to TRADS's procuring, compiling, collecting, interpreting, reporting, communicating, or delivering TRADS Services. TRADS'S ENTIRE AGGREGATE LIABILITY TO SUBSCRIBER UNDER THIS 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.
10. Relationship. The parties are independent contractors. Nothing in this 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.
11. Changes. Pursuant to General Services Administration Acquisition Regulation (GSAR) 552.212-4(c), changes to this Agreement may only be by written agreement of the parties.
12. Confidentiality. Subscriber shall hold in confidence and shall not disclose, in whole or in part, information relating to TRADS's business, including, without limitation, products, services, systems, processes, data sources, test results, and other TRADS technical and financial information, 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. Except for the limited access and use rights granted in this Agreement, TRADS retains all right, title and interest in TRADS Services and Services Information and Subscriber is not granted any ownership rights or title thereto.

13. Access/Security Requirements. TRADS Services may only be accessed from within 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 shall use TRADS Services and Services Information for Subscriber’s exclusive one-time use. Services Information may not be delivered to, or filed with, third parties.

Subscriber must: (i) not disclose its TRADS ID(s) and TRADS password(s) to anyone other than its authorized employees, 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 Service (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.

Subscriber agrees to designate an account administrator to ensure compliance with this Agreement by all users granted access by Subscriber. 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 Subscriber 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 Subscriber, is transferred to new duties not requiring access, or is suspected of improper access or 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 in which an unauthorized person has gained access to the TRADS Services.

Subscriber will (i) limit access to TRADS Services to only those employees who have a need to access in connection with the duties and obligations under this Agreement; (ii) advise its employees having access to TRADS Services of the proprietary and confidential nature thereof and of the obligations set forth in this 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, and (vi) maintain records sufficient to demonstrate compliance with its obligations under this Agreement.

14. Governing Law; Conflicts. This Agreement shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America. In the event a conflict arises between either the terms in this Agreement and any other agreement, such conflict shall be resolved in accordance with GSAR 552.212-4(s).
15. Survival. All provisions in this Agreement that relate to disclaimer of warranties, access and use of TRADS Services, audit, limitation of liability, confidentiality of TRADS information, and payment for TRADS Services, shall survive any termination of this Agreement.
16. Assignment. This Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed by TRADS, the GSA MAS Contractor or the Subscriber, in whole or in part.
17. Severability. If any provision of this Agreement is or becomes void or unenforceable by law, the other provisions shall remain valid and enforceable.

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. All of the foregoing is accepted and agreed to by:

Name of Government Agency (“Subscriber”)

X _____
Authorized Signature **Date**

Type or Print Name of Authorized Signer **Title**