

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

ITEM # 18-0506

Application: Must be completed in its entirety.

Company	
Name of Company or Agency ("Subscriber"): Santa Fe Police Department #45361	
Federal Employee Identification Number (FEIN):	
Physical Address: 2515 Camino Entrada, Santa Fe, NM 87507-4808	
Phone Number: 505-428-3710	Number of Employees:
Type of Business (LLC, C-Corp, S-Corp):	Industry:
Web Site Address: santafenm.gov/police	
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: Cipriano Varela	Title: Sergeant
Address (if not Headquarters):	
Direct Phone #:	Cell Phone #: 505-231-5896
E-mail Address: ctvarela@ci.santa-fe.nm.us	

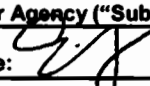
Subscriber Agreement:

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.

- 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.
- 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.
- 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, unless Subscriber is demonstrably exempt, 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.
- Either party may terminate this Agreement at any time upon notice to the other party.
- This Agreement and the attached Additional Terms and Conditions constitute the entire agreement between Subscriber and TRADS.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the attached 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"): Santa Fe Police Department	
Authorized Signature: 	DATE: 5/18/12
Print Name of Authorized Signer: Cipriano Varela	TITLE: Interim City Manager

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"). Upon expiration of the Supplement Term, 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.]

ACCT# 45361

SS Rep: MT-MM

NonAutorenew_Non Batch LE Flat Rate

Version: 10.16.2017

CONFIDENTIAL

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**PRICING SHEET
to Pricing Supplement**

"Agency": <u>Santa Fe Police Department</u> Agency ID: <u>45361</u> TRADES Services: TLOxp® Online – Non-Batch LE Flat Rate. Effective Date: <u>05/01/2018</u> Supplement Term: <u>12</u> month(s) without auto-renewal	Monthly Fee: <u>\$ 280.00</u> Number of Monthly Transactions: <u>1,000</u> 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.
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EXCLUDED SEARCHES/REPORTS:

The Monthly Fee includes all searches and reports currently offered through the TRADES Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are also excluded.

- | | |
|-------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <input checked="" type="checkbox"/> Social Media Report | <input type="checkbox"/> Comprehensive Report – Person |
| <input checked="" type="checkbox"/> Super Reverse Phone Lookup | <input type="checkbox"/> Comprehensive Report – Business |
| <input type="checkbox"/> Relationship Report | <input type="checkbox"/> Locate/Asset Report |
| <input checked="" type="checkbox"/> Vehicle Sightings Report | <input type="checkbox"/> Address Report |
| <input checked="" type="checkbox"/> DriverRisk (Address, Driver's License, License Plate) | <input type="checkbox"/> Global Watch List Report |
| <input checked="" type="checkbox"/> Real-Time Phone Carrier Search | <input type="checkbox"/> Phone Report |

The excluded searches and reports, as checked, are subject to TRADES' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADES reserves the right to exclude future released searches and/or reports from the Monthly Fee.

TRANSACTIONAL OVERAGE PRICING:

Transactions exceeding the Number of Monthly Transactions specified above will be subject to TRADES' then-current fees and charges on a per Transaction basis, except as specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.

All Transactions \$ 0.28

"Transactions" are any and all information returned by TRADES in response to a search query.

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Santa Fe Police Department

Agency Name ("Subscriber")

Authorized Signature

Signature Date

Type or Print Name of Authorized Signer

ACCT# 45361

SS Rep: MT-MM

NonAutorenew Non Batch LE Flat Rate

Version: 10.16.2017

CONFIDENTIAL

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Subscriber Agreement Additional Terms and Conditions

1. Restricted License

TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") grants to Subscriber a restricted personal, non-exclusive, non-transferable, non-sublicenseable, revocable license to obtain and use the TRADS Services as permitted by the Subscriber 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 these online Terms and Conditions, Subscriber Agreement, and, with respect to Identity Manager, for the purpose certified herein, and for no other purpose. The term "Subscriber" as used herein refers to Subscriber or Agency as such terms are defined in the underlying Subscriber Agreement.

2. Fees

Subscriber agrees to pay all charges and fees applicable to the TRADS Services. All accounts are subject to a minimum monthly fee of twenty-five (\$25.00) dollars in order to maintain access to TRADS Services. Unless otherwise agreed to in writing between Subscriber and TRADS, all fees and applicable charges may be revised from time to time without notice to Subscriber. All current and future pricing documents and schedules are deemed incorporated herein by reference. Fees and charges not timely paid may according to the Subscriber Agreement may result in immediate account suspension and/or termination and may be subject to additional reconnection fees. For any past due outstanding amounts, Subscriber agrees to pay all collection fees, costs and reasonable attorneys' fees if referred for collection. Any delinquent Subscriber account may result in TRADS reporting to Dunn & Bradstreet or other business credit reporting agencies.

3. Audit

Subscriber understands and agrees that, TRADS, including its parents, affiliates and subsidiaries may request information of Subscriber and/or perform on-site audits, in each case 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 the Subscriber Agreement and applicable law.

Subscriber shall promptly comply with any requests for information, and understands and agrees that, upon reasonable notice, TRADS, including its parents, affiliates and subsidiaries, may conduct on-site audits of Subscriber and its processes and procedures related to Subscriber's use, storage, and disposal of TRADS Services and Services Information. Subscriber shall fully cooperate with such reviews and audits. Violations discovered in any review or audit may be subject to immediate action including, but not limited to, legal action, suspension of the provision of TRADS Services, termination of the license, reactivation fees, and/or referral to federal or state regulatory agencies.

4. Gramm-Leach-Bliley Act ("GLBA") 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.

5. Drivers Privacy Protection Act ("DPPA") 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.

6. 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.

7. DHI DriverRiskSM Services

If Subscriber elects to receive any DriverRisk driving record data services (collectively, "DriverRisk Services") in connection with the TRADS Services, Subscriber hereby enters into an agreement with Drivers History Information Sales LLC ("DHI") through TRADS, as agent for Drivers History Information Sales LLC ("DHI"), into which the following provisions of these Subscriber Agreement Additional Terms and Conditions are incorporated by reference: Sections 1, 3, 4, 6, 7, 13, 14 - 23; provided, however, as so incorporated, each reference to "TRADS" in such provisions shall mean "DHI", and each reference to "Services" shall mean "DriverRisk Services". In addition to the foregoing incorporated terms, the following terms and conditions shall apply solely with respect to the DriverRisk Services:

The Driver Risk Services are provided by DHI. DHI makes no representations or warranties, expressed or implied, regarding the accuracy, completeness or timeliness of the Services Information or the results to be obtained with the Services Information, or that the Services Information has been scrubbed against any regulatory or selfregulatory registry. DHI hereby disclaims all express and implied warranties with respect to the Services Information.

Except as expressly set forth in this Agreement, DHI and its third party providers shall have no liability whatsoever to Subscriber or any third party with respect to the Services Information or this Agreement.

Subscriber agrees to indemnify and hold DHI, and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, members, employees, contractors, agents, representatives, successors and assigns, harmless from and against any claims, charges, demands or suits instituted against DHI and its third party data providers arising out of or resulting from Subscriber's (i) failure to comply with the terms and conditions of this Agreement, (ii) violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order with regard to the subject matter of this Agreement; (iii) any actual, potential or threatened unauthorized access to or use of the Services Information, (iv) any use of the Services Information by individuals or entities that obtain access to the Service Information through or from Subscriber, which have not been authorized by this Agreement to have access to and/or use the Services Information, or (v) its use of or negligent maintenance of the Services Information.



If liability is imposed on DHI, Subscriber agrees that DHI's total liability for any or all of the Subscriber's losses or injuries resulting from DHI's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount the Subscriber paid to DHI for the particular Services Information which is the subject of the alleged breach. Subscriber covenants that it will not sue DHI or any third party for any amount greater than such amount and that it will not seek punitive damages in any suit against DHI or any of its third party providers. Except where expressly noted to the contrary, in no event shall DHI be liable for any indirect, incidental, special, exemplary, punitive, consequential or other damages whatsoever (including, but not limited to, liability for loss of profits), even if advised of the possibility of such damages, without regard to the form of any action, including but not limited to Contract, negligence or other tortious actions, arising out of or in connection with this Agreement or the data. Subscriber also agrees to give DHI immediate written notice of all actions, claims, losses or damages arising out of its use of the Services Information. The obligations and responsibilities of DHI and Subscriber created under this Section 9 are solely and exclusively the obligations and responsibilities of such entities



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. Subscriber's failure to comply with 15 CFR Part 1110 may subject Subscriber 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.

9. Identity Manager

If Subscriber elects to receive any fraud prevention products and services (whether Identity Verification, Identity Authentication, Identity Alerts, Fraud Score, Phone Verify, ID Passcode, and/or Digital Verification, collectively, "Identity Manager") offered by TRADS, the following additional terms and conditions apply to such TRADS Services:

With respect to each Subscriber request for Identity Manager, Subscriber also hereby certifies that it is the end user of Identity Manager and that Subscriber and its employees will request, obtain and use Identity Manager only for the following permitted use ("Permitted Use"):

To use in the normal course of business to verify the accuracy of information submitted by the consumer to protect against or prevent actual fraud, unauthorized transactions, claims or other liability.

Subscriber and its employees shall comply with all applicable federal, state and local laws, statutes, rules and regulations including, but not limited to, Section (6802) (e) of the Gramm-Leach-Bliley Act ("**GLB**"), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, all other applicable privacy laws, "do not call" laws, the Drivers Privacy Protection Act (18 U.S.C. § 2721 *et seq.*) ("**DPPA**") and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, and the Telephone Consumer Protection Act (47 U.S.C. § 227) ("**TCPA**") and similar and/or associated state laws and regulations, as they each may be respectively interpreted from time to time, by competent legislative, regulatory or judicial authority.

Subscriber shall not request, obtain or use ID Manager Services for marketing purposes nor for any purpose except as expressly provided for herein. Moreover, Subscriber shall not take any adverse action, which is based in whole or in part on the ID Manager Services, against any consumer. For the purposes of this Addendum, the terms "adverse action" and "consumer" shall have the same respective meaning as those terms are defined in the FCRA.

In no event shall Subscriber use ID Manager Service, Identity Alerts, Digital Verification, Phone Verify or ID Passcode, 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 Fair Credit Reporting Act (15 U.S.C. §1681 *et seq.*) ("**FCRA**").

The Fraud Score utilizes, and to the extent, that the IDMA Service requested by Subscriber utilizes, in whole or in part, Consumer Reports as defined in the FCRA, Subscriber certifies that it will request and use each such requested IDMA Service and/or Fraud Score solely for one of the permissible purposes certified in the Service Agreements.

Digital Verification analyzes the attributes of a device used in a transaction, and provides a rating score and other attributes based on the data analyzed. Digital Verification is provided for Subscriber's internal purposes, and Subscriber shall not: (i) interfere with or disrupt the integrity of performance of Digital Verification or the data contained therein; or (ii) attempt to gain unauthorized access to Digital Verification or its related systems or networks.

Subscriber shall not, and shall not permit any employee or third party to: (a) copy all or any portion of any Digital Verification materials; (b) decompile, disassemble or otherwise reverse engineer the Digital Verification; (c) modify, translate, or otherwise create any derivative works based upon the Digital Verification; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Digital Verification or any materials derived therefrom, in whole or in part, to any third party; or (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the Digital Verification.

If Subscriber elects the option to obtain Secure Sockets Layer Certificate hosting, Subscriber agrees to the following:

Subscriber must purchase from a third party provider (a "Certificate Authority") and deliver to TRADS, for TRADS to deliver such to the third party Digital Verification service provider, for installation on service provider's server cluster, a Secure Sockets Layer Certificate to authenticate the Subscriber's website (a "Certificate"). Subscriber represents and warrants that it has all the rights necessary to deliver the Certificate to TRADS for delivery to the third party Digital Verification service provider and the third party Digital Verification service provider has the right to install the Certificate on service provider's server cluster as necessary to provide the enhanced profiling service. ~~Subscriber shall defend, indemnify, and hold TRADS, and its representatives, including parents, subsidiaries and affiliates, and the third party Digital Verification service provider harmless from and against any costs, claims or liabilities arising out of or relating to any inaccuracy in the foregoing representation and warranty.~~



Subscriber will provide to TRADS for delivery to the third party Digital Verification service provider a list of any information required by the Certificate Authority that may be necessary for the third party Digital Verification service provider to install the Certificate on service provider's server cluster. Any such information provided by the third party Digital Verification service provider constitutes the third party Digital Verification service provider's confidential information, which Subscriber may disclose solely to the Certificate Authority provided that the Certificate Authority is subject to adequate confidentiality restrictions, but no event less than those restrictions Subscriber places on its own confidential information, and such information is sufficiently marked with a legend or similar designation indicating its confidential and proprietary nature.

Subscriber understands that if Subscriber fails to maintain its license to the Certificate, Subscriber may receive an error notification indicating that the Certificate has expired and the action executed may not be secure or accurate. Subscriber agrees that Subscriber has the sole responsibility to maintain the license for the Certificate, and Subscriber assumes all risk arising out of or relating to Subscriber's failure to maintain the license for the Certificate.

10. Indemnity; Disclaimer of Warranties; Limitation of Liabilities

Subscriber shall indemnify, defend and hold harmless TRADS and its officers, directors and employees, from and against any third party's claims, suits, damages, and losses, including reasonable attorneys' fees and costs, arising out of or in connection with (i) Subscriber's use of TRADS Services or any information derived therefrom, (ii) Subscriber's violation of any applicable federal, state or local law, regulation, rule, ordinance or judicial or administrative ruling; and (iii) Subscriber's breach of this Agreement. TRADS may, at its election and expense, be represented by counsel of its choice and be present at all associated proceedings. Subscriber may not settle or consent to the entry of any judgment without the prior written consent of TRADS, which shall not be unreasonably withheld, conditioned or delayed. Subscriber recognizes that TRADS will suffer irreparable harm, and that monetary damages may be incalculable and/or inadequate in the event that Subscriber retains TRADS data in breach of this Agreement, and therefore, such breach shall be entitled to remedy by injunctive relief, in addition to any and all other relief which may be available at law or at equity.



The 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, and Subscriber agrees not to sue 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 THE SUBSCRIBER 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.

ADDITIONALLY, TRADS SHALL NOT BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

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11. Relationship

The parties are independent contractors. Nothing in this Subscriber 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.

12. Modifications

Modifications to Subscriber Agreement are only binding upon TRADS if contained in a written amendment signed by authorized representatives of TRADS.

These Terms and Conditions are subject to change from time to time. Notice may be given by any reasonable means, including, but not limited to, posting such changes on the website. Accordingly, Subscriber should periodically review these website Terms and Conditions By continuing to enter the Website, Subscriber acknowledges and agrees that it shall be bound by any such modifications.

13. Subscriber Change

Subscriber shall notify TRADS immediately of any changes to the information on the Subscriber's Application for TRADS Services. Notification of any changes shall be sent via email to accountupdate@tlo.com (<mailto:accountupdate@tlo.com>). TRADS reserves the right to terminate the license to use TRADS Services without further notice upon receipt of any change in Subscriber's status which in TRADS sole discretion would cause the Subscriber to be unable to comply with its obligations under the Subscriber Agreement.

14. 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, pricing, data sources, test results, and other TRADS technical and financial information, including the terms of the Subscriber Agreement, 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 the Subscriber 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.

15. 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 the 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 the 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 (<mailto:SecurityIncident@TransUnion.com>) of any breach of security in which an unauthorized person has gained access to 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 the Subscriber 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.

16. Conflict

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

To the extent that any TRADS Services rely upon or use information from any third-party sources, then those sources shall be intended third-party beneficiaries with all rights and privileges of TRADS. TRADS, and any such sources (as intended third-party beneficiaries), are entitled to enforce the Subscriber Agreement directly against Subscriber.

17. Venue

~~The Subscriber Agreement and these Terms shall be governed by Delaware law, 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. The prevailing party in any action shall be entitled to reasonable attorneys' fees and costs.~~

18. Survival

All provisions in this Subscriber Agreement that relate to disclaimer of warranties, access and use of TRADS Services, audit, limitation of liability, indemnification, Subscriber's release of claims, confidentiality of TRADS information, and payment for TRADS Services, shall survive any termination of this Subscriber Agreement.

19. Assignment

The Subscriber Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed by Subscriber, in whole or in part.

20. Severability

If any provision of the Subscriber Agreement, including these online Terms and Conditions, is or becomes void or unenforceable by law, the other provisions shall remain valid and enforceable.

21. Injunctive Relief

~~Subscriber agrees that any breach by Subscriber of its Subscriber Agreement with TRADS may cause TRADS immediate and irreparable harm and that TRADS shall be entitled to seek injunctive relief, without having to post a bond, in addition to any and all other remedies available at law or in equity.~~

Last Updated: March 7, 2017

See Attached "Addendum"



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ADDENDUM TO SUBSCRIBER AGREEMENT

This Addendum ("Addendum") to the TransUnion Risk and Alternative Data Solutions, Inc. Subscriber Agreement ("Subscriber Agreement"), as entered into by and between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and City of Santa Fe ("Subscriber"), provides additional terms applicable to the delivery of TRADS Services to Subscriber. Except as otherwise noted below, the terms of this Addendum shall only govern to the extent they do not conflict with the terms of the Subscriber Agreement.

TERMINATION

This Agreement may be terminated by either party upon sixty (60) days written notice to the other party.

INDEMNIFICATION

TRADS shall indemnify, hold harmless and defend the SUBSCRIBER from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent directly arising from TRADS's performance under this Agreement as well as the performance of TRADS's employees, agents, representatives and subcontractors.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the SUBSCRIBER in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The SUBSCRIBER and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

TRADS shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the SUBSCRIBER of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the TRADS agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction

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in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the SUBSCRIBER for the performance of this Agreement. If sufficient appropriations and authorization are not made by the SUBSCRIBER, this Agreement shall terminate upon written notice being given by the SUBSCRIBER to TRADS. The SUBSCRIBER's decision as to whether sufficient appropriations are available shall be accepted by TRADS and shall be final.

RELEASE

TRADS, upon acceptance of final payment of the amount due under this Agreement, shall release the SUBSCRIBER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. TRADS agrees not to bind the SUBSCRIBER to any obligation not assumed herein by the SUBSCRIBER unless TRADS has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

TRADS shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. TRADS shall furnish the SUBSCRIBER with proof of insurance of TRADS's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the SUBSCRIBER and the TRADS. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity,

legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Signature Lines required:

City of Santa Fe:


Brian K Snyder, City Manager

TransUnion Risk and Alternative Data Solutions, Inc.:


L. Martin Fagan (Feb 27, 2018)
L. Martin Fagan, Senior Vice President 

Date: 02/12/2018

Date: Feb 27, 2018

Attest:

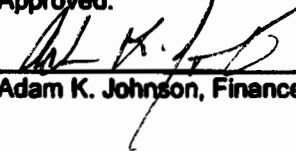

Yolanda Y. Vigil, City Clerk

Approved as to form:

 2/28
Kelley A. Brennan, City Attorney

Approved
TransUnion
Law Department
By: 
Date: 3/27/18

Approved:

 4-11-18
Adam K. Johnson, Finance Director AJ