

SUBSCRIBER AGREEMENT

This Agreement is entered into as of the date indicated below, by and between Baldwin County Commission, Baldwin County Sales and Use Tax Department, of Bay Minette (City), AL (State), 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. TRADS agrees to provide Subscriber access to and use of TRADS Services. TRADS grants Subscriber 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. Subscriber 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) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725 ("DPPA"), with all of which Subscriber certifies to comply.
2. 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.
3. 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 or antifraud activities.
 - Use by any licensed private investigative agency or licensed security service for any purpose described above.
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"). Subscriber 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.
5. 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 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 Subscriber's use of TRADS Services. Subscriber agrees to cooperate and to provide TRADS all documentation reasonably requested relating to Subscriber's account.
6. Subscriber agrees to hold TRADS and its representatives, including parents, subsidiaries and affiliates, harmless from any and all liabilities relating to Subscriber's use of TRADS Services or any breach of this Agreement by Subscriber. TRADS's entire liability to Subscriber is limited to direct damages not exceeding the fee paid by Subscriber for the TRADS Services obtained. TRADS shall not be liable for any other damages, costs or expenses whatsoever.
7. Subscriber 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 Subscriber is using TRADS Services during a free trial period, there is no obligation to pay for those services accessed during such period.
8. If any of provision(s) of this Agreement is determined to be invalid, illegal, void or unenforceable by reason of any law, rule or regulation, administrative order, judicial decision, or public policy, such provision(s) shall not affect any other provision of the Agreement, and the Agreement shall be interpreted and construed as if the invalid, illegal, void or unenforceable provision(s) had not been included to the extent necessary to bring the Agreement within the requirements of such law, rule or regulation, administrative order, judicial decision, or public policy.
9. This Agreement, the Attachments and the Terms and Conditions located at <http://www.TLO.com/termsandconditions>, all incorporated by reference, constitute the entire agreement between Subscriber 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.

SUBSCRIBER AGREEMENT

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 Subscriber, and that all information I have provided is true and correct. All of the foregoing is accepted and agreed to by:

Baldwin County Tax

Name of Government Agency ("Subscriber")

X *Charles F. Gruber* 3-3-15

Authorized Signature

Date

Charles F. Gruber, Chairman

Type or Print Name of Authorized Signer

Title



ATTACHMENT "A"

Subscriber

Name of Government Agency: <input type="text" value="Baldwin County Tax"/>	
Agency's Main Address: <input type="text" value="312 Courthouse Sq, Bay Minette, AL 36507-4809"/>	
Phone Number: <input type="text" value="251-928-3002"/>	Web Site: <input type="text" value="http://www.co.baldwin.al.us/Pageview"/>
Type of Government Agency (City, County, State or Federal): <input type="text" value="County"/>	
Size of Government Agency (number of Agency employees): <input type="text" value="655"/>	

Authorized Signer

(The person authorized to execute this Agreement on behalf of the Subscriber.)

Name: <input type="text" value="Charles F. Gruber"/>	Title: <input type="text" value="Chairman"/>
Address (if not Agency's main address): <input type="text"/>	
Direct Phone #: <input type="text" value="251-972-6833"/>	Cell Phone #: <input type="text" value="251-752-2120"/>
E-mail Address: <input type="text" value="cgruber@baldwincountyal.gov"/>	

Proposed Administrator

(The person responsible for managing your account on behalf of the Subscriber.)

Name: <input type="text" value="Kimberly Creech"/>	Title: <input type="text" value="Clerk/Treasurer"/>
Address (if not Agency's main address): <input type="text"/>	
Direct Phone #: <input type="text" value="251-937-0303"/>	Cell Phone #: <input type="text" value="251-402-0106"/>
E-mail Address: <input type="text" value="kcreech@co.baldwin.al.us"/>	

AMENDMENT NO. 1

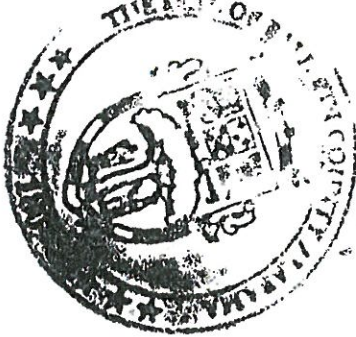
This Amendment ("Amendment") to the Subscriber Agreement entered into by and between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and Baldwin County Commission, Baldwin County Sales and Use Tax Department, Bay Minette, Alabama ("Subscriber") and dated March 3, 2015 (hereinafter, the "Agreement"), incorporated by reference, is entered into as of the date signed by the last party. The effective date of this Amendment is June 1, 2015. All terms not defined herein shall have the meaning(s) ascribed to them in the Agreement.

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

1. Commencing on June 1, 2015, Subscriber agrees to pay TRADS all applicable fees and charges for TRADS Services accessed as set forth in Attachment A to this Amendment. The pricing set forth on Attachment A supersedes any pricing agreed to prior to the Effective Date of this Amendment.
2. The parties acknowledge that Subscriber is a governmental entity. Accordingly, notwithstanding anything to the contrary in the Agreement or the online Terms and Conditions incorporated therein by reference, Subscriber may disclose the terms of the Agreement, including the fees and charges thereunder, to the extent required by applicable laws, rules or regulations. In addition, notwithstanding anything to the contrary in the Agreement or the online Terms and Conditions incorporate therein by reference, Subscriber's obligations of confidentiality with respect to TRADS's confidential information shall not apply to information which is or becomes public or available to the general public other than through any act or default of Subscriber.

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:



**BALDWIN COUNTY COMMISSION,
BAY MINETTE, ALABAMA:**

Signed by: Charles F. Gruber
Print Name: Charles F. Gruber
Title: Chairman
Date: June 22, 2015

**TRANSUNION RISK AND ALTERNATIVE
DATA SOLUTIONS, INC.**

Signed by: Curtis Miller
Print Name: Curtis Miller
Title: VP
Date: 6/24/15

**APPROVED
TRADS
Law Department
By: C. Mollohan
Date: 6/1/2015**

ATTACHMENT A

<p>Subscriber: Baldwin County Commission, Baldwin County Sales and Use Tax Department Subscriber ID: 1896110 Effective Date: June 1, 2015 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: \$ 110.00</p> <p>Monthly Transactions: 500 (unused Monthly Transactions do not rollover)</p>
	<p>Agreement includes the following searches:</p> <p>All searched 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 June 1, 2015.</p> <p>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> <p>-All included transactions in excess of Monthly Transactions will be charged at \$.22 per transaction</p> <p>Pricing for excluded searches:</p> <ul style="list-style-type: none">-Super Reverse Phone Lookup will be charged at \$.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 at \$1.00 per transaction. <p>-All other searches/reports are subject to TLOxp Pricing, which may change from time to time</p>

Subscriber Initials CFG