

Addendum for Access via TransUnion Direct

This Addendum for Access via TransUnion Direct (FKA TransUnion DeskTop) ("Addendum") is part of one or more service agreements in effect between the parties ("Service Agreements") and is executed this date _____ by and between TRANS UNION LLC ("TransUnion") and County Of Sonoma - Sheriff's Office ("Subscriber").

WHEREAS, TransUnion and Subscriber have entered into one (1) or more Service Agreements pursuant to which TransUnion is providing, to Subscriber, certain of the TransUnion services ("TransUnion Services") which TransUnion makes or may make available through TransUnion Direct; and

WHEREAS, TransUnion has developed and/or licensed a system for providing access to such TransUnion Services via the Internet ("TransUnion Direct"); and

WHEREAS, TransUnion has developed a website for allowing Subscribers to administer and manage TransUnion Direct access for its users ("Administration Site"); and

WHEREAS, Subscriber desires (a) to utilize TransUnion Direct to receive those TransUnion Services for which Subscriber currently has a Service Agreement with TransUnion to receive and (b) to utilize the Administration Site to manage Subscriber access to TransUnion Direct.

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual covenants set forth herein, the parties agree as follows:

1. **Recitals.** The recitals set forth above are an integral part of this Addendum and are hereby incorporated herein.

2. **Term and Termination.**

2.1 This Addendum shall commence on the last signature date below (the "Effective Date") and shall be coterminous with each of the Service Agreements and, for each TransUnion Product, shall automatically terminate upon expiration or termination of the associated Service Agreement. The foregoing notwithstanding, this Addendum shall automatically terminate for all TransUnion Services in the event the Certificate(s), (as defined below), is/are elected and not renewed. Moreover, this Addendum may be terminated by either party upon thirty (30) days' prior written notice to the other party.

2.2 Without limiting any other remedies to which TransUnion may be entitled including, but not limited to, injunctive relief, TransUnion reserves the right to immediately terminate this Addendum if TransUnion, in good faith, determines that (1) Subscriber has materially breached any of its obligations under this Addendum and/or any Service Agreement; (2) the requirements of any law, regulation, or judicial action have not been met; or (3) as a result of changes in laws, regulations or regulatory or judicial action, the requirements of any law, regulation or judicial action will not be met. TransUnion shall promptly provide written notification to Subscriber of such action.

2.3 **Survival.** With the exception of the license granted to Subscriber, set forth below, and TransUnion's obligation to provide TransUnion Services via TransUnion Direct under the terms and conditions of this Addendum, all provisions of this Addendum shall survive any such termination of this Addendum. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to TransUnion through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.

3. **License.**

3.1 TransUnion hereby grants to Subscriber a time-limited, revocable, non-exclusive, non-transferable license to use TransUnion Direct, and all other documentation and other related materials provided to Subscriber under this Addendum, solely for the purpose of receiving TransUnion Service via the Internet and solely for those TransUnion Services for which Subscriber is entitled to receive by virtue of the Service Agreement(s). Title to TransUnion Direct including, without limitation, all documentation and other related materials, shall at all times vest exclusively in TransUnion. TransUnion reserves all rights not explicitly granted to Subscriber under this Addendum.

3.2 Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble TransUnion Direct, any software, related documentation, nor any confidential or proprietary criteria developed or used by TransUnion relating to TransUnion Direct.

3.3 In addition, Subscriber's access to stored data on TransUnion Direct is subject to Subscriber's contractual obligations and all applicable legal requirements under the FCRA, including the FCRA Subscriber certification provided upon initial request of the data. The data is intended for Subscriber's exclusive use and may be used for no other purpose except as defined by the FCRA.

4. **Passwords, Digital Certificates and Security.**

4.1 Subscriber shall designate an individual within Subscriber's organization who shall administer and manage

Subscriber access to TransUnion Direct through the Administration Site ("Company Administrator"). This initial Company Administrator may then designate other Company Administrators, administrators for each Subscriber location from which TransUnion Direct will be accessed ("Location Administrator(s)"), and Subscriber employees who are authorized to utilize TransUnion Direct ("User(s)").

- 4.2 TransUnion Direct may only be utilized by Subscriber, through Subscriber's TransUnion sales representative, after Subscriber applies for and obtains: (a) a TransUnion-supplied identification code ("User ID") and associated password ("Password") for the Company Administrator who Subscriber authorizes to utilize TransUnion Direct and the Administration Site; (b) a TransUnion-issued digital certificate ("Certificate") for all Company and Location Administrators; and, optionally (c) a Certificate for each individual user of TransUnion Direct, which shall be downloaded onto a Subscriber personal computer (desktop and/or portable)/workstation/terminal from which Subscriber will utilize TransUnion Direct ("Workstation"). Minimally, all Users of TransUnion Direct must have a User ID and Password to utilize TransUnion Direct.
- 4.3 Company and Location Administrators shall be responsible for: (a) all tasks performed through the Administration Site; (b) the creation, assignment, and distribution to Users of their User IDs and temporary Passwords; (c) the issuance, management, and revocation of Certificates; (d) maintaining the security of the digital certificate administration URL; and (e) promptly disabling or terminating a User ID/Password or revoking a Certificate (e.g. Subscriber decision to no longer utilize TransUnion Direct via one or more Workstations, changes affecting a User (e.g. leave of absence or termination of employment) who has access to TransUnion Direct, or a breach of security).
- 4.4 Certificate Applications and License. In the event Certificates are elected by Subscriber, upon: (a) completion of the TransUnion Direct Registration Request Form attached as Attachment A and incorporated herein ("Application"); and (b) approval of the Application by TransUnion, TransUnion hereby grants Subscriber a limited, non-exclusive, non-transferable two (2) year license to use such Certificate(s) for the sole purpose of accessing the TransUnion Services via TransUnion Direct in accordance with the terms of this Addendum and each Service Agreement. In no event shall Subscriber use Certificates for any other purpose whatsoever including, but not limited to, in association with electronic transactions with third parties.
- 4.5 Downloading of Certificates. In addition, if Certificates are elected, then upon TransUnion's approval of the Application and Subscriber's payment of any applicable License Fees, TransUnion will supply access to the website where a Company or Location Administrator may download each Certificate onto a single Workstation. Moreover, a Company or Location Administrator may opt to allow Users, through the Administration Site, to download Certificates without Administrator assistance. Certificates are not transferable, and Subscriber shall not copy or otherwise transfer a Certificate from a Workstation without TransUnion's prior written consent. The foregoing notwithstanding, without TransUnion's prior written consent, Subscriber may transfer a Certificate from one Workstation to another Workstation solely in the event the original Workstation is being replaced. Subscriber understands that as certificates are licensed for only two (2) year periods, Subscriber must actively apply to TransUnion for renewal of each Certificate.
- 4.6 Security. Subscriber represents and warrants that it will use its best reasonable efforts to ensure that: (1) only authorized Users have access to TransUnion Direct through Workstations; (2) TransUnion Services obtained by Subscriber via TransUnion Direct are not accessible by unauthorized parties via Subscriber's connection to the Internet or otherwise; (3) all Passwords are kept confidential and secure by such authorized Users (e.g., Subscriber shall ensure that Passwords are not stored on any Workstation nor other storage and retrieval system and/or media and that Internet browser caching functionality is not used to store Passwords); (4) each User ID and Password is used solely by the authorized User to whom such User ID and Password was issued; (5) all documentation and/or other materials provided by TransUnion to Subscriber under this Addendum is held in confidence by Subscriber (and accessible only to those Users who Subscriber has authorized to utilize TransUnion Direct); and (6) Certificates are only installed on Subscriber Workstations located at, or otherwise inventoried out of (in the case of portable Workstations), Subscriber's location indicated on the Application or such other location (e.g., Subscriber employee home office) as may be mutually agreed upon by Subscriber and TransUnion.
- 4.6.1 In the event of any compromise of security involving User IDs, Passwords and/or Certificates, Subscribers shall immediately notify TransUnion.
5. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.** THE PARTIES ACKNOWLEDGE THAT, BECAUSE TRANSUNION DIRECT IS ACCESSED VIA THE INTERNET WHICH IS AN OPEN NETWORK, NEITHER, TRANSUNION NOR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO TRANSUNION DIRECT; WITH RESPECT TO ANY AND ALL DOCUMENTS AND/OR OTHER MATERIALS PROVIDED TO SUBSCRIBER UNDER THIS ADDENDUM; WITH RESPECT TO LOSS OR CORRUPTION OF DATA; LOSS OF, OR DAMAGE TO, EQUIPMENT AND/OR SOFTWARE; SYSTEM RESPONSE TIMES, ACCESS DELAYS OR ACCESS INTERRUPTIONS; NOR COMPUTER VIRUSES, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOREOVER, IN NO EVENT SHALL TRANSUNION NOR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, BE HELD LIABLE IN ANY MANNER WHATSOEVER FOR ANY LOSS OR INJURY TO SUBSCRIBER, ARISING OUT OF OR FROM THIS ADDENDUM INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY SUBSCRIBER REGARDLESS OF THE THEORY UPON WHICH SUCH DAMAGES ARE BASED AND EVEN IF TRANSUNION OR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, OR ANY ONE OR MORE OF THE FOREGOING PARTIES, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Subscriber shall have the right, and is encouraged by TransUnion, to maintain any other type of TransUnion-authorized connection to TransUnion for use in conjunction with the TransUnion Services and any other TransUnion services or services that Subscriber has purchased or licensed from TransUnion and which are not accessible via TransUnion Direct.

6. **Indemnification.** Subscriber shall indemnify and hold TransUnion harmless from any and all third-party claims, losses and damages, liability, and costs, including attorney's fees, against, or incurred by, TransUnion to the extent such claims, damages, liability and costs result directly or indirectly from: (a) Subscriber's negligence or intentional conduct; and/or (b) Subscriber's breach of its obligations under this Addendum including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via TransUnion Direct under this Addendum.
7. **Effect of Service Agreements.** Except as otherwise explicitly provided for in this Addendum, the terms and conditions of the Service Agreement(s) shall continue to be in full force and effect. In the event of a conflict between the terms of the Service Agreement(s) and the terms of this Addendum, the terms of this Addendum shall control.
8. **Entire Agreement.** THIS ADDENDUM INCLUDING ALL EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS ADDENDUM. THIS ADDENDUM MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

[SIGNATURE PAGE FOLLOWS]

WHEREAS, the parties hereto, intending to be legally bound, have caused this Addendum to be executed by their duly authorized representatives as of the last date and year written below. The parties hereto agree that a facsimile transmission of this fully executed Addendum shall constitute an original and legally binding document.

Trans Union LLC

County Of Sonoma - Sheriff's Office

By: _____
TransUnion Representative

By: _____
Representative

Full Name

Full Name

Title

Title

Date Signed

Date Signed

**ATTACHMENT A****TransUnion Direct
Registration Request Form****Company name:** County Of Sonoma - Sheriff's Office**Date:** 10/24/2017

This Registration Request Form must be completed and signed jointly by both an existing TransUnion Subscriber and TransUnion sales representative or account manager. Only registration forms submitted by a TransUnion sales representative or account manager will be processed.

This Registration Request Form does not need to be completed and submitted for each Location requiring access to TransUnion Direct. The Company Administrator is to assign other Administrators and Users and their eligible subscriber codes (as needed) for each Location if TransUnion Direct will be accessed.

Initial location name: County Of Sonoma - Sheriff's Office

Location address: _____

City, State, ZIP Code: _____

Fax number: _____

Company Administrator

Company Administrator: _____

First name, middle initial, last name

Phone number: _____

Email Address: _____

Back-Up Company Administrator

Company Administrator: _____

First name, middle initial, last name

Phone number: _____

Email Address: _____

Company Subscriber Codes (List in order of most frequent usage)***Default Subscriber Code**

Market/Submarket: _____

3. _____

6. _____

*1. _____

4. _____

7. _____

2. _____

5. _____

8. _____

Individual digital certificates**Digital certificates
requested:****Yes****No**

By checking or initializing the "No" box, Subscriber hereby expressly declines to utilize Certificates, as defined in the Addendum for Access via TransUnion Direct, for its Users to access TransUnion Direct. However, a Company or Location Administrator may change this Digital Certificate option through the Administration Site.

Thank You. Please return the completed form to your TransUnion sales representative.

Sales representative name: Debra Iorii

TransUnion division: Client Svcs

Phone number: 6`0-245-5831 Fax number: _____

Email address: debra.iorii@transunion.com Mkt/Submkt: _____

Company acct code:
(Corporate use only) _____

Approved by: _____ **Date:** _____
Subscriber

Approved by: _____ **Date:** _____
TransUnion Sales / Account Manager