

## PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the then-current Subscriber ("Subscriber"). The Subscriber 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, but in such instance Subscriber shall not be responsible for any ETF.
2. **Fees and Charges.** Subscriber 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. Notwithstanding the foregoing or anything else in this Supplement or the Agreement to the contrary, however, all payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.
3. **Early Termination Fee.** Notwithstanding anything to the contrary in this Supplement, Subscriber may terminate this Supplement prior to the end of the Supplement Term by giving TRADS written notice. Upon receipt of such notice, TRADS is entitled to and Subscriber agrees to pay an early termination fee ("ETF") as liquidated damages equal to the average total monthly fees due hereunder within a billing period multiplied by the number of months remaining in the Supplement Term. The ETF also applies if TRADS terminates the Agreement and/or this Supplement due to Subscriber's breach, including but not limited to a breach of payment obligations. To the extent permitted by applicable law, TRADS is also entitled to the cost of collection for the ETF including attorneys' fees. The parties agree that (a) at the time of the execution of this Supplement it is and would be difficult to determine the damages that would be caused if Subscriber breached its obligations, especially where multi-level or tiered pricing is tied to actual use; (b) the ETF is a reasonable estimate of the actual damages that TRADS would incur if the payment obligation was breached; and (c) the ETF is fair and reasonable and is not intended as a penalty.
4. **Miscellaneous.** This Supplement contains the final written agreement and understanding of the parties with respect to the TRADS Services identified herein and shall supersede and replace any and all prior pricing supplements, agreements or understandings with respect to such TRADS Services. Except as provided in this Supplement, all other terms of 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. 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 given to them in the Agreement.
5. **E-Verify.** E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. TRADS shall ensure that TRADS and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by TRADS will be considered a breach of the Agreement, which entitles Subscriber to terminate this Agreement, without penalty, upon notice to TRADS.

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



**PRICING SHEET to Pricing Supplement**

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| <p><b>“Subscriber”:</b> <u>Union County NC</u></p> <p><b>Subscriber ID:</b> <u>4600831</u>.</p> <p><b>TRADS Services:</b> TLOxp® Online – Non-Batch Flat Rate – Monthly.</p> <p><b>Effective Date:</b> <u>02/01/2025</u></p> <p><b>Supplement Term:</b> <u>12</u> month(s) without auto renewal.</p> | <p><b>“Monthly Fee”:</b> <u>USD 625.00</u></p> <p><b>“Number of Monthly Transactions”:</b> <u>2,500</u></p> <p>The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Overage Transaction pricing. Should Subscriber not submit the Number of Monthly Transactions, Subscriber shall not receive a refund of the Monthly Fee(s) paid. Unused Number of Monthly Transactions do not rollover into a subsequent month.</p> |
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**INCLUDED SEARCHES AND REPORTS:**

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below (“Excluded Items”), unless checked, in which case, the checked items are included in the Monthly Fee.

|                                     |   |                                     |   |
|-------------------------------------|---|-------------------------------------|---|
| <input type="checkbox"/>            | TruLookup Social Media Comprehensive Report         | <input checked="" type="checkbox"/> | TruLookup Comprehensive Report – Person   |
| <input type="checkbox"/>            | TruLookup Super Reverse Phone Lookup                | <input checked="" type="checkbox"/> | TruLookup Comprehensive Report – Business |
| <input checked="" type="checkbox"/> | TruLookup Relationship Mapping                      | <input checked="" type="checkbox"/> | TruLookup Address Report                  |
| <input checked="" type="checkbox"/> | TruLookup Contact Trace Report                      | <input checked="" type="checkbox"/> | TruLookup Locate with Assets Report       |
| <input type="checkbox"/>            | TruLookup Real-Time Incarcerations & Arrests Search | <input checked="" type="checkbox"/> | TruLookup Phone Report                    |
| <input type="checkbox"/>            | TruLookup Household Search                          |                                     |   |
| <input type="checkbox"/>            | TruLookup Motor Vehicle Report                      |                                     | TruLookup Predictive Attributes Suite     |

The Excluded Items are subject to TRADS’ then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Subscriber’s data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.

**TRANSACTIONAL OVERAGE PRICING:**

Transactions exceeding the Number of Monthly Transactions are subject to overage pricing (“Transactional Overage Pricing”) at TRADS’ then-current fees and charges on a per Transaction basis, except as specified otherwise below, and subject to Subscriber’s data access rights. Transactional Overage Pricing is in addition to the Monthly Fee.

“Transactions” means any information returned by TRADS in response to a search query (whether in the form of search results or a report).



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

Acknowledged and agreed to by:

**Union County, NC ("Subscriber")**

By: \_\_\_\_\_

Representative

Brian W. Matthews

\_\_\_\_\_  
Full Name

County Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

**TransUnion Risk and Alternative Data  
Solutions, Inc. ("TRADS")**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form RLM

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Deputy Finance Officer