

**ADDENDUM TO TRANSUNION MASTER AGREEMENT FOR  
CONSUMER REPORTING AND ANCILLARY SERVICES**

THIS ADDENDUM (“Addendum”) to the Transunion Master Agreement for Consumer Reporting and Ancillary Services (“Agreement”) is dated May 1, 2020, and is entered into between Trans Union LLC (“TransUnion”) and the Village of Westmont Police Department (“Subscriber”)(TransUnion and Subscriber may be individually referred to herein as a “Party” and may be collectively referred to herein as the “Parties”).

WHEREAS, the Parties are subject to the Agreement which is dated May 1, 2020; and

WHEREAS, the Parties desire to amend the terms of the Agreement as set forth herein.

NOW, THEREFORE, in exchange of the mutual promises, covenants and consideration set forth in the Agreement and set forth herein, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

Section 5.1: Section 5.1 of the Agreement is modified as follows:

TransUnion acknowledges that Subscriber, as an Illinois public body, is subject to the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.* (“FOIA”). Subscriber shall not produce to a third party in response to a FOIA request any information received from TransUnion which is marked as confidential or which is identified as confidential in the Agreement, to the extent that such non-disclosure is permitted under FOIA. In the event that Subscriber is uncertain whether certain information requested in a FOIA request is confidential information of TransUnion, Subscriber shall immediately notify TransUnion of the information sought by the FOIA request, and TransUnion shall respond within five (5) business days of its receipt of such request by Subscriber as to whether the information sought is confidential or not. Subscriber shall not be in default of this Agreement if it is compelled to produce information pursuant to a FOIA request that TransUnion claims is confidential as the result of an opinion of the Illinois Attorney General Public Access Counselor or as the result of a court order.

Section 5.6: Section 5.6 of the Agreement is modified as follows:

The pricing for TransUnion’s Services as of the Effective Date are set forth in the TransUnion Law Enforcement Pricing Schedule attached hereto as Exhibit “A” and incorporated herein, and such pricing is subject to change as set forth in the Agreement.

As a local governmental entity which is exempt from taxation, Subscriber shall not be liable for payment of any taxes or assessments of any kind issued or assessed by any federal, state or local government in any manner related to the Services or the Services Information, or both.

Section 5.6.2: Section 5.6.2 of the Agreement is modified as follows:

The approval and payment of invoices and any interest charged due to late payments or non-payment are subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

Section 5.9: Section 5.9 of the Agreement is modified as follows:

The agreement to cooperate in the defense of such claims is subject to any conflict of interest rules which may prohibit such cooperation.

Section 5.21: Section 5.21 of the Agreement is modified as follows:

The venue for any litigation between the Parties arising out of the Agreement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, as to State claims, and shall be the federal court of the Northern District of Illinois, Eastern Division, as to any federal claims.

Section 5.22: Section 5.22 of the Agreement is modified as follows:

Notwithstanding the above language, TransUnion shall not use Subscriber's name or Marks, or other images, photographs or similar information or depictions of Subscriber on or in TransUnion's website, or in any advertising, promotion or publicity materials.

Miscellaneous: All terms, conditions and exhibits of the Agreement not amended or modified by this Addendum shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Addendum and the terms, conditions and exhibits of the Agreement, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the Parties have executed this Addendum by their respective duly authorized representatives as of the date first written above.

**TRANS UNION LLC**

**VILLAGE OF WESTMONT POLICE  
DEPARTMENT**

By: \_\_\_\_\_  
TransUnion Representative

By: \_\_\_\_\_  
Subscriber Representative

\_\_\_\_\_  
Name and Title of Signer (Please Print)

\_\_\_\_\_  
Name and Title of Signer (Please Print)

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

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

**EXHIBIT "A"**

**TRANSUNION LAW ENFORCEMENT PRICING SCHEDULE**