

Exhibit C
BENCHMARK BLUEPRINT WORK ORDER

Benchmark Solutions LLC DBA Benchmark Analytics LLC (“Benchmark”) 1801 West Warner Avenue Suite 301 Chicago, IL 60613	This Work Order is not valid until accepted and signed by an authorized representative of Benchmark. Subscription Start Date: 07/01/2025 Subscription End Date: 06/30/2026
PRISM Member Information	
PRISM Member: Stockton Police Department Address: 22 E Market St Stockton, California 95202 United States	Contact: Nathan Birtwhistle (Risk Manager) Telephone: 209-937-8729 Email: nathan.birtwhistle@stocktonca.gov Contact: Chief Stanley McFadden Telephone: 209-937-8377 Email: stanley.mcfadden@stocktonca.gov

Scope of Services:

Benchmark shall deploy to the PRISM Member, its Benchmark Blueprint software and analytic service modules as indicated below, collectively “Services”.

- ☒ Benchmark Management System® (BMS) (25% of License Fee)
- ☒ System Configuration Up to 10 Rank-Based Roles
 - ☒ Use of Force Module
 - ☒ Reporting Module
 - ☒ Community Involvement Module
- ☒ First Sign® Early Intervention System (25% of License Fee)
- ☐ First Sign® Precision Wellness System
- ☒ Case Action Response Engine® (C.A.R.E.)
- ☒ iIMPACT® Evidence-based Practice Review (50% of License Fee)
- ☒ Program Management including unlimited virtual support. Additional onsite work related to this contract will be quoted as a flat per diem rate plus actual travel expenses, subject to written pre-approval by the PRISM Member.
- ☒ Officer Profile Module
 - ☒ Internal Affairs Module
 - ☒ Performance Management Module
 - ☒ Training Management Module

Benchmark Blueprint Subscription Pricing

Product Item	Price
1. Annual License	\$151,200
- Benchmark Blueprint (250+ sworn officers)	
- Scope of Services as Indicated Above	
PRISM Partner Discount	(20%)
2. PRISM Member Annual License	\$120,960
5. PRISM Member Year 1 Invoice	\$120,960

Term. The PRISM Member Year 1 Term begins on the Work Order Effective Date and continues until the Work Order Subscription End Date. Work Orders will automatically renew for subsequent one-year periods, subject to price increase of 5% based on the PRISM Member Annual License Price, unless cancelation notification is provided in writing by the PRISM Member prior to the renewal date.

ATTACHMENT A

BY SIGNING BELOW, EACH PARTY CERTIFIES THAT IT HAS READ AND AGREES WITH AND SHALL BE BOUND BY THE TERMS HEREOF.

PRISM Member: _____

Benchmark Solutions LLC DBA Benchmark Analytics LLC

Signature: _____

Name: _____

Title: _____

Date: _____



Signature:

Name: Steven Brewer

Title: Partner

Date: 6/20/2025

PRISM Master Agreement for Benchmark Analytics Services

This PRISM Agreement (the “Agreement”) is by and between Benchmark Solutions LLC DBA Benchmark Analytics LLC (“Benchmark”), and the undersigned client Public Risk Innovation, Solutions, and Management (“PRISM”), a risk sharing pool of California public agencies located at 75 Iron Point Circle, Suite 200, Folsom, CA 9563 and its participating individual entity members, its members that are pools including all of the pool’s members, and all participants of PRISM through Controlled Unaffiliated Business (CUB) agreements (Hereinafter referred to collectively as “PRISM Member(s)”), and governs the purchase and ongoing use of the services described in this Agreement (the “Services”). This Agreement shall be effective beginning **March 15, 2024**, and shall expire **March 14, 2029**. The Agreement may be renewed thereafter on such terms as mutually agreed upon by the aforementioned parties.

1. Services. Benchmark shall provide the following:

1.1 Access. This Agreement is created for the sole purpose of establishing an agreed-upon set of services and related costs in order to allow PRISM Members access to Benchmark solutions.

- a. Competition. Any PRISM Member that is a client of Benchmark prior to the effective date of this Master Agreement may choose to continue to utilize or purchase services directly from Benchmark or may elect to obtain services under the “Access” paragraph of this agreement upon expiration of the PRISM Member’s contract with Benchmark. Benchmark may contract directly to provide similar services to any current or former PRISM Member that has received services under this Agreement or any subsequent agreement between Benchmark and PRISM. During the term of this agreement, Benchmark agrees to encourage PRISM Member utilization under this agreement.
- b. Obligation. This Agreement creates no obligation or expectation that any work will result from this agreement. Benchmark’s specific services are defined in Exhibit A, and are available to PRISM Members on as as-needed basis. PRISM Members are responsible for initiating and requesting any work of Benchmark by completing a Work Order provided in Exhibit C.

1.2. Benchmark will appoint an Account Manager to support and assist PRISM Members. Representatives from Benchmark and PRISM will meet quarterly to discuss PRISM Member support items, service utilization and any other necessary items related to providing the Service.

1.3. Independent Contractor. It is agreed that Benchmark is an independent contractor and any Benchmark employee working with PRISM shall not be deemed an agent or employee of PRISM.

2. Future Service Offerings.

PRISM agrees it is only entitled to the services listed in Exhibit A of this Agreement. Any updates and/or enhancements to services outlined in Exhibit A and offered broadly to other Benchmark customers at no additional charge will be included at no additional charge to PRISM and PRISM members.

3. Fees and Payments.

3.1. Payments. PRISM Members will be financially responsible and billed directly for services ordered on applicable Work Orders. Benchmark will bill the PRISM Member for service(s) rendered on an annual basis

and in accordance with the fee schedule in Exhibit A attached to this Agreement. Payments will be due within thirty (30) days of receipt of an invoice from Benchmark.

3.2. Benchmark will provide “Most Favored Nation Pricing” to PRISM Members during the course of this agreement. Most Favored Nation Pricing shall mean that if Benchmark contractually offers Benchmark Blueprint Services at a Net Discounted Price (defined as 3-year average Annual License price after application of any discounts) below the Annual Discounted License Pricing in this Agreement to any entity in the United States contracting outside of this agreement, Benchmark will adjust the Annual Discounted License Pricing to PRISM Members to be 5% lower than the Net Discounted Price contracted with the external entity.

3.3 All proposed changes to pricing contained within Exhibit A shall be communicated to PRISM in writing and shall not go into effect until execution of an amendment to this Agreement.

4. Intellectual Property Rights.

4.1. PRISM acknowledges that Benchmark alone (and its licensors, where applicable) shall own all rights, title and interest in and to Benchmark’s technology and the Services provided by Benchmark, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by PRISM, and this Agreement does not convey to PRISM any rights of ownership to the same. The Benchmark name and logo are trademarks of Benchmark, and no right or license is granted to PRISM to use them unless given expressly by Benchmark.

4.2. PRISM hereby authorizes Benchmark to use PRISM’s name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. Notwithstanding the foregoing, Benchmark acknowledges that PRISM alone shall own all rights, title and interest in and to PRISM’s name, trademarks, or logos, and this Agreement does not convey to Benchmark any rights of ownership to the same.

4.3. Except as provisioned in Exhibit A, items 1.4 “Intellectual Property” and 1.5 “Aggregate Statistics”, PRISM or PRISM Members shall be the owner of all data collected for all services owned by Benchmark, whether or not performance under this Agreement is completed or terminated prior to completion. Benchmark shall not release any materials under this section except after prior approval of PRISM or as required by this agreement or by law.

4.4. Except as provisioned in Exhibit A, items 1.4 “Intellectual Property” and 1.5 “Aggregate Statistics”, Benchmark and its Third-Party Vendor(s) agree that they will use the information/data exclusively to support PRISM and participating PRISM Members and that the information/data will not be used for any other purposes, including, but not limited to, merging the information/data with that of any other entity, or merging the information/data into any other database except as disclosed.

4.5. Disclosure of Information. Benchmark and its Third Party Vendor(s) shall not disclose or appropriate for its own use, or for the use of any third party, at any time during or subsequent to the term of this Agreement, any secret or confidential information, whether or not developed by Benchmark, including, but not limited to information pertaining to customer lists, services, methods, processes, prices, profits, contract terms or operating procedures, except as required in connection with Benchmark’s performance of this Agreement, or as required by a government authority. Should any employees, officers or principles of Benchmark or its

Third-Party Vendor(s) disclose any confidential information, Benchmark will immediately notify PRISM and the impacted PRISM Member(s) of the nature and extent of any such disclosure.

5. Termination.

Cancellation with Cause. This Agreement may be terminated by either party (the “Terminating Party”) with fifteen (15) days prior written notice in the event that the other party (the “Breaching Party”) breaches any material term or condition of the Agreement; provided, however, that such notice must have first identified the nature and scope of the claimed breach, affording an opportunity to the Breaching Party to cure the breach, and the Breaching Party must have failed to cure the breach within ten (10) days of receiving such notice.

Cancellation without Cause. This Agreement may be terminated by either party, in advance of expiration, for no reason or for any reason, other than for material breach of its terms or conditions, (collectively, “without cause”), by the Terminating Party giving the other party at least sixty (60) days written notice prior to the effective date of cancellation. If PRISM cancels without cause, Benchmark will cease rendering any included services on the effective date of cancellation. If Benchmark cancels without cause, Benchmark will continue, if PRISM desires, to perform included services for all assignments remaining open up to the effective date of cancellation.

Upon termination of this Agreement and upon request, Benchmark shall provide all historical related data and records it has stored as part of the Services to PRISM Members in a mutually agreed upon format within forty-five (45) days of the request.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Indemnification. To the extent permitted by California law, Benchmark shall hold harmless, defend and indemnify PRISM and its officers, officials, PRISM Members, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation, attorneys’ fees and costs and fees of litigation) of every nature based upon the gross negligence or intentional wrongdoing by Benchmark during its performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of PRISM.

7.2. No Assignment & Amendments. Either party may assign or delegate, all or part of its rights or obligations pursuant to this Agreement with at least thirty (30) days prior written consent to the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

Upon such notice, the other party may, at its sole discretion cancel for convenience with thirty (30) days notice.

7.3. Governing Law. This Agreement shall be governed by and enforced in accordance with, the laws of the state of California. Any civil action or legal proceeding arising out of or relating to this Agreement or its provisions shall be filed in the County of Sacramento, if in State Court, or in the Eastern District of California, if in Federal Court.

7.4. Arbitration. If a dispute arises between PRISM and Benchmark out of or relates to this Agreement, or the breach thereof, the parties endeavor to resolve the dispute by cooperative mutual agreement. If there is a dispute, the disputing party shall notify the other party within sixty (60) days of the dispute. The parties shall agree on a date, time and location to attempt to resolve the dispute. Should the dispute not be resolved to the satisfaction of the parties they shall, within sixty (60) days thereafter notify JAMS/Endispute ("JAMS") and proceed to arbitrate the dispute. Any controversy, claim or dispute arising out of or relating to this Agreement, that cannot be resolved by the parties shall be settled solely and exclusively by binding arbitration in Sacramento, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS, with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will equally share the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorney's fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law.

IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DETERMINED TO BE INAPPLICABLE, THEN EACH PARTY MAY PURSUE REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ALL RIGHTS TO TRIAL BY JURY AS TO ANY ISSUE RELATING TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR CLAIM OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO in accordance with Paragraph 7.3 of this Agreement.

7.5. Force Majeure. Benchmark shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints.

7.6. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.8. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between Benchmark and PRISM, and supersede all other negotiations, proposals, understandings and representations (written or oral) made by and between Benchmark and PRISM.

7.9. Conflict of Interest. Benchmark agrees that Benchmark presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations.

7.10. Periodic Reporting. Benchmark shall provide or make available to PRISM statistics, in a format acceptable to PRISM, that represent the agency name of each PRISM Member utilizing the service. This information shall be provided on a monthly basis and at any other time requested by PRISM within five (5) business days of the request.

7.11. Notices. Any notice required to be given to Benchmark shall be deemed to be duly and properly given if mailed to Benchmark, postage prepaid, and sent to the address below or personally delivered to Benchmark at such address or at such other addresses as Benchmark may designate in writing to PRISM; or via email to such addresses as Benchmark may designate below:

Benchmark Solutions LLC DBA Benchmark Analytics LLC
1801 West Warner Avenue, Suite 301
Chicago, IL 60613
Attn: Steven Brewer, Partner
Email: steven.brewer@benchmarkanalytics.com

Any notice required to be given PRISM shall be deemed to be duly and properly given if mailed to PRISM, postage prepaid, and sent to the address below or personally delivered to PRISM at such address or at such other addresses as PRISM may designate in writing to Benchmark; or via email to such addresses as PRISM may designate below:

Public Risk Innovations, Solutions, and Management
75 Iron Point Circle, Suite 200
Folsom, CA 95630
Attn: Charles Williams, Director of Risk Control
Email: cwilliams@prismrisk.gov

7.12. Service Providers' Bill of Rights. PRISM hereby agrees to abide by the Pool Service Providers' Bill of Rights as approved by the PRISM Board of Directors on June 1, 2007, and attached hereto as Exhibit B.

8.0 Insurance Requirements

Benchmark shall procure the following required insurance coverage at its sole cost and expense. Certificate(s) of insurance shall be furnished to PRISM prior to this Agreement becoming effective. Such insurance coverage, in the minimum limits as specified below, shall be maintained during the term of this Agreement and, except for the Professional Liability Insurance, shall name PRISM as an additional named insured. Failure to comply with the insurance requirements shall place Benchmark in default. Upon request by PRISM, Benchmark shall provide copies of any insurance policies to PRISM within ten (10) working days. PRISM may periodically review the minimum limits of Benchmark's policies for the required insurance coverage. In the event of a change in the minimum limits, Benchmark shall inform PRISM of such change by giving written notice to PRISM no less than sixty (60) days prior to the effective date of such change. Benchmark shall provide (30) days written notice to PRISM in the event that coverage be substantially changed, canceled or non-renewed.

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- c. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
- d. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If Benchmark maintains broader coverage and/or higher limits than the minimums shown above, PRISM requires and shall be entitled to the broader coverage and/or higher limits maintained by Benchmark. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PRISM.

8.1. Primary Coverage. For any claims related to this contract, Benchmark’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects PRISM, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by PRISM, its officers, officials, employees, agents or volunteers shall be excess of Benchmark’s insurance and shall not contribute with it.

8.2. Additional Insured Status. PRISM, its officers, officials, employees, PRISM Members, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Benchmark including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Benchmark’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

8.3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PRISM.

8.4. Waiver of Subrogation. Benchmark hereby grants to PRISM a waiver of any right to subrogation which any insurer Benchmark may acquire against PRISM by virtue of the payment of any loss under such insurance. Benchmark agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not PRISM has received a waiver of subrogation endorsement from the insurer.

8.5. Self-Insured Retentions. Self-insured retentions, if any, must be declared to and approved by PRISM. PRISM may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or PRISM.

8.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to PRISM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

For Public Risk Innovations, Solutions, and
Management ("PRISM")

For Benchmark Solutions LLC DBA Benchmark
Analytics LLC ("Benchmark")



Name: Charles Williams
Title: Director of Risk Control
Date: March 26, 2024

Name: Steven Brewer
Title: Partner
Date: March 22, 2024

Exhibit A**STATEMENT OF WORK****DESCRIPTION OF SERVICES**

Benchmark shall deploy to the PRISM Member, its Benchmark Blueprint software and analytic service modules as indicated in the Access and Use section below, collectively "Services".

- Benchmark Management System® (BMS) (25% of License Fee)
 - System Configuration Up to 10 Rank-Based Roles
 - Officer Profile Module
 - Use of Force Module
 - Internal Affairs Module
 - Reporting Module
 - Performance Management Module
 - Community Involvement Module
 - Training Management Module
- First Sign® Early Intervention System (25% of License Fee)
- Case Action Response Engine® (C.A.R.E.)
- iMPACT® Evidence-based Practice Review (50% of License Fee)
- Program Management including unlimited virtual support. Additional onsite work related to this contract will be quoted as a flat per diem rate plus actual travel expenses, subject to written pre-approval by the PRISM Member.

PRICE LIST**Services Pricing**

Agency Size (# Sworn Officers)	Annual Base License	Annual Discounted License (20% PRISM Partner Discount)
Less than 50	\$25,000	\$20,000
51 - 75	\$35,000	\$28,000
76 - 100	\$50,000	\$40,000
101-150	\$75,000	\$60,000
151 - 250	\$100,000	\$80,000
251+	* Scope & Quote not to exceed \$450 per Sworn Officer	* Scope & Quote not to exceed \$360 per Sworn Officer

The PRISM Member shall pay Benchmark annual subscription fees ("Fees"), based on the Services Pricing table above, for the Term. Fees are subject to an annual increase up to 5% in each subsequent year. The PRISM Member shall pay Fees for year 1 of the Term within 30 days from the Subscription Start Date set forth above (the "Effective Date") and shall pay Fees for each subsequent year after the Term within 30 days of the Effective Date anniversary. The annual subscription fee is subject to sales and use taxes; taxes will be charged unless a tax exemption form is provided.

Additional Terms:

1.1. Access and Use. Subject to and conditioned on the PRISM Member's payment of Fees and compliance with all other terms and conditions of this Statement of Work and associated Master Agreement, Benchmark hereby grants the PRISM Member a non-exclusive, non-transferable right to access and use the Services indicated below, during the Term, solely for use by the PRISM Member's administrators, employees and other PRISM Member-authorized persons or entities ("Users") in accordance with the terms and conditions herein and any additional terms applicable to Users. Such use is limited to the PRISM Member's internal use. Benchmark shall provide to the PRISM Member the necessary passwords, security codes and network links or connections to allow the PRISM Member to access the Services ("Access Credentials").

1.2. Term. The PRISM Member Term begins on the Work Order Effective Date and continues until the Work Order Subscription End Date. Work Orders will automatically renew for subsequent one-year periods, subject to price increases noted in item I above, unless cancelation notification is provided in writing by the PRISM Member prior to the renewal date.

1.3. Restrictions.

- a) The PRISM Member may only use the Services strictly in accordance with (1) all applicable laws, including without limitation, employment laws and data privacy and security laws, (2) the supporting materials ("User Materials") provided by Benchmark, and (3) any other restrictions and requirements set forth herein. The PRISM Member agrees that while the Services and the reports generated for the PRISM Member ("PRISM Member Reports") may be used by the PRISM Member in employment-related matters, they are not designed to be, nor shall they be, utilized as the substantial or sole factor in any employment-related decisions and are only designed to provide information to the PRISM Member. Benchmark shall not be responsible for the PRISM Member's or its Users' use of the Services or any the PRISM Member Reports generated by the Service. All employment-related decisions of the PRISM Member, including without limitation the termination or discipline of any employee of the PRISM Member, and the PRISM Member's use of the Services, is at the sole discretion and responsibility of the PRISM Member, and Benchmark shall have no responsibility whatsoever for any such decisions. In no event shall Benchmark be required to monitor or supervise the use of the Services by the PRISM Member or any Users and compliance with the terms of this Statement of Work by all authorized users shall at all times be and remain the PRISM Member's sole responsibility.
- b) The PRISM Member shall not use the Services for any purposes beyond the scope of the access granted in this Statement of Work. The PRISM Member shall not at any time, directly or indirectly, permit any Users or any third-party to: (i) copy, modify, or create derivative works of the Services or User Materials, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or User Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or User Materials, misappropriates, or otherwise violates any intellectual property (IP) right or other right of any person, or that violates any applicable law; or (vi) use the Services or User Materials for the purpose of creating any competing or similar service or software.

1.4. Intellectual Property

- a) Benchmark acknowledges that, as between Benchmark and PRISM, the PRISM Member owns all right, title, and interest, including all intellectual property rights, in and to information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of PRISM Member or a User through the Services ("PRISM Member Data"). PRISM and its Member hereby grant to Benchmark (i) a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the PRISM Member's Data and perform all acts with respect to the PRISM Member's Data as may be necessary for Benchmark to provide the Services to the PRISM Member; and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use, prepare derivative works from, and display the PRISM Member's Data (a) to evaluate, enhance and improve the Services and future products and services (subject to the confidentiality obligations in Section 1.8); (b) for Research Purposes; and (c) to the extent incorporated within the Aggregated Statistics. "Research Purposes" means the use of the PRISM Member's Data for research, educational or evaluative purposes including purposes of identifying best practices and improving outcomes as related to public safety and law enforcement; provided that if such PRISM Member Data is disclosed to a third-party, it shall not directly identify any individual or agency and shall comply with applicable confidentiality obligations and shall be subject to the provisions of Section 1.5(b) below.
- b) PRISM acknowledges that, as between PRISM and Benchmark, Benchmark and its licensors own all right, title, and interest, including all intellectual property rights, in and to the Services, all underlying software for the Services, the User Materials, and any and all intellectual property provided to PRISM or its Member or any User in connection with the foregoing, including, without limitation, Aggregated Statistics and any information, data, or other content derived from Benchmark's monitoring of the PRISM Member's access to or use of the Services ("Benchmark IP"). For the avoidance of doubt, Benchmark IP excludes PRISM Member Data.

1.5. Aggregate Statistics.

- a) Notwithstanding anything to the contrary in this Statement of Work, Benchmark may monitor the PRISM Member's use of the Services and collect and compile data and information related to the PRISM Member's use of the Services that is used by Benchmark in an aggregate and anonymized manner, including, but not limited to, compilation of statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Benchmark and PRISM, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Benchmark. PRISM and its Member acknowledge that Benchmark may compile Aggregated Statistics based on PRISM Member Data input into the Services; provided, that such Aggregated Statistics do not identify the PRISM Member or the PRISM Member's Confidential Information.
- b) PRISM and the PRISM Member acknowledge that Benchmark engages with various research and academic institutions ("Research Institutions") both through its work with the National Police Early Intervention and Outcomes Consortium (the "Consortium") and otherwise, for Research Purposes. Notwithstanding anything to the contrary in this Statement of Work, PRISM hereby acknowledges and consents to Benchmark's sharing of anonymized PRISM Member Data with Research Institutions and/or the Consortium; provided that such shared PRISM Member Data shall (i) be anonymized, (ii) not identify PRISM or the PRISM Member's

Confidential Information, and; provided, further, that any recipient Research Institution and/or the Consortium shall be subject to confidentiality requirements. PRISM shall not hold Benchmark liable under, or in connection with, any of the activities described in Section 1.4 or this Section 1.5 under any legal or equitable theory for damages related to or arising from this Statement of Work.

1.6. Support Services. Benchmark shall provide a customer support number for the PRISM Member. The customer support line may be accessed through a toll-free telephone number (1-888-40-BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 8:00AM – 6:00PM (CST), excluding all federal holidays. In the event of a system wide outage, the PRISM Member shall be provided with a 24-hour hotline for immediate response.

1.7. PRISM Member's Obligations.

- a) The PRISM Member is responsible and liable for all uses of the Services and User Materials resulting from access provided by the PRISM Member, directly or indirectly, whether such access or use is permitted by or in violation of this Statement of Work. Without limiting the generality of the foregoing, the PRISM Member is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Statement of Work if taken by the PRISM Member will be deemed a breach of this Statement of Work by the PRISM Member. The PRISM Member shall make all Users aware of this Statement of Work's provisions as applicable to such User's use of the Services, and shall cause Users to comply with all such provisions.
- b) The PRISM Member understands and agrees that (i) the PRISM Member is responsible for obtaining and installing all software and/or hardware upgrade, fixes, or enhancements required by the applicable browser software; and (ii) that Benchmark is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited, to the Internet.
- c) The PRISM Member shall be responsible for: (i) securely administering the distribution and use of all Access Credentials and protection against any unauthorized access to or use of the Services; and (ii) controlling the content and use of PRISM Member Data, including the uploading or other provision of PRISM Member Data to or through the Services and the accuracy thereof. The PRISM Member shall immediately notify Benchmark if the PRISM Member becomes aware of any loss or theft or unauthorized use of any Access Credentials.
- d) The PRISM Member shall immediately notify Benchmark if it becomes aware that the Services, or the PRISM Member's use of the Services, violates or potentially violates any applicable laws.
- e) The PRISM Member is solely responsible for maintaining the confidentiality of the PRISM Member's user name(s) and password(s).
- f) The PRISM Member is responsible to ensure that its use of the Service will not introduce, install or inject any malware (e.g., virus, timer, clock, counter, time lock, time bomb, Trojan horse, worm, file infector, boot sector infector, or other limiting design, instruction, or routine) into Benchmark's network, hardware or software. The PRISM Member will immediately notify

Benchmark, and in any event within three (3) days, after it becomes aware of a breach of this Section 7(f) and in such event (or upon any independent discovery by Benchmark of malware originating from the PRISM Member), Benchmark may restrict or deny access to the Services pending resolution of the malware threat.

1.8. Mutual Obligations. “Confidential Information” means any information that includes the following: (a) for Benchmark, all information relating to its business affairs, products, technology (including, but not limited to, source code, research and/or analytics), confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information; and (b) for the PRISM Member, the identities of its Users, records of interactions with the Users, and PRISM Member Data (including, but not limited to, information regarding the PRISM Member’s employees). Neither Benchmark nor the PRISM Member shall disclose any Confidential Information of the other party to any person or entity, except to those of its employees or contractors who require access to it in order for the party to be able to perform its obligations under this Statement of Work, and who are bound by confidentiality obligations consistent with the terms of this Section, and except to the extent otherwise permitted by the licenses granted in Sections 1.5. The receiving party shall be responsible and liable for compliance with this Section by its employees and contractors. “Confidential Information” does not include any information that (i) becomes generally publicly available other than as a result of improper disclosure by the receiving party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) becomes available on a non-confidential basis from a third-party that is not bound by confidentiality; or (iv) is known to the receiving party at the time of disclosure. To the extent required by any applicable law, regulation, or order of any court or governmental body, disclosure of Confidential Information is not a breach of this Statement of Work; provided, that the party required to disclose it (a) promptly, and prior to such disclosure, notifies the other party so that it can seek a protective order or other remedy, and (b) prior to any disclosure, asserts the confidential nature of the Confidential Information.

1.9. Indemnification. Benchmark shall indemnify, defend, and hold harmless PRISM and the PRISM Member from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (“Losses”) incurred by PRISM or the PRISM Member resulting from any third-party claim, suit, action, or proceeding (“Third-Party Claim”) that the Services, or any use of the Services in accordance with this Statement of Work, infringes or misappropriates such third-party’s valid U.S. patent or copyright, provided that PRISM promptly notifies Benchmark in writing of the claim, cooperates with Benchmark, and allows Benchmark sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, PRISM and the PRISM Member agree to permit Benchmark, at Benchmark’s sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for the PRISM Member to continue use. This Section will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, or technology not provided by Benchmark or authorized by Benchmark in writing; (ii) modifications to the Services not made by Benchmark; (iii) failure to timely implement any modifications, upgrades, replacements or enhancements made available to the PRISM Member by or on behalf of Benchmark; or (iv) PRISM Member Data or any other PRISM Member materials. THIS SECTION SETS FORTH PRISM and THE PRISM MEMBER’S SOLE REMEDIES AND BENCHMARK’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

1.10. Limitation of Liability. IN NO EVENT WILL BENCHMARK’S LIABILITY ARISING OUT OF OR RELATED TO THIS STATEMENT OF WORK UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT,

TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED annual Fees from Section I above.

1.11. Termination.

- a) Benchmark may terminate this Statement of Work immediately upon notice to PRISM in the event PRISM or the PRISM Member breaches its obligations under Section 1.3 above.
- b) PRISM may terminate this Statement of Work immediately if its contractual relationship with the PRISM Member is canceled or no longer in force for any reason. In this case, PRISM will provide immediate notice to Benchmark and Benchmark will refund the PRISM Member on a pro-rata basis for any unused prepaid Subscription Fees.
- c) Upon expiration or earlier termination of this Statement of Work, (i) the PRISM Member shall immediately discontinue use of the Benchmark IP and, without limiting PRISM's and the PRISM Member's obligations under Section 8, the PRISM Member shall delete, destroy, or return all copies of the Benchmark IP; and (ii) Benchmark may immediately deactivate the PRISM Member's account, and, after providing the PRISM Member with ninety (90) days limited access to the Services for the sole purpose of permitting the PRISM Member to retrieve PRISM Member Data, delete the PRISM Member's account and bar any further access to such information and the Services. PRISM understands and agrees that Benchmark is not liable to PRISM, the PRISM Member or any Users, or any third-party for any termination of the PRISM Member's access to the Services or deletion of PRISM Member Data or any other data of any kind.
- d) This Section 1.11, and Sections 1.3, 1.4, 1.5, 1.8, 1.9, and 1.10 will survive any termination or expiration of this Statement of Work.

Exhibit B

POOL SERVICE PROVIDERS' BILL OF RIGHTS

Public Risk Innovations, Solutions, and Management (PRISM) recognizes its place as one of the premier organizations in the public entity pooling industry. We are constantly striving to achieve the goals of excellence in governance and management by conducting our official business with social responsibility that will encourage public trust.

PRISM has established standards that our business partners – pool service providers (PSP's) – should expect in serving PRISM and its members. The basic rights that PSP's should expect while providing services to PRISM, include the following:

1. PSP's should expect to be treated consistently with dignity, respect, and professionalism.
2. PSP's should not be expected to provide gifts, perks or other benefits to members of the Board of Directors or Committees, or staff members (or any person or organization associated with them) as a condition of doing business with the pool.
3. PSP's should expect fair and equitable treatment in the procurement process. Every competitive bidding process should be open, well defined and transparent. PRISM recognizes that there is a direct cost to the PSP in preparing every service proposal.
4. PSP's should expect to have a written service agreement with PRISM specifying all terms and conditions of the contractual relationship.
5. PSP's should only be expected to provide services contained within the scope of the service agreement.
6. PSP's should be paid in a timely manner for services rendered in accordance with the provisions of the service agreement.

Exhibit C

BENCHMARK BLUEPRINT WORK ORDER

Benchmark Solutions LLC DBA Benchmark Analytics LLC ("Benchmark") 1801 West Warner Avenue Suite 301 Chicago, IL 60613	This Work Order is not valid until accepted and signed by an authorized representative of Benchmark. Subscription Start Date: MM/DD/YYYY Subscription End Date: MM/DD/YYYY
PRISM Member Information	
PRISM Member: _____ Address: _____ Number of Authorized Sworn Officers: _____	Contact: _____ Telephone: _____ Email: _____

Scope of Services: Benchmark Blueprint as defined in Exhibit A Statement of work to PRISM Master Agreement for Benchmark Analytics Services

BY SIGNING BELOW, EACH PARTY CERTIFIES THAT IT HAS READ AND AGREES WITH AND SHALL BE BOUND BY THE TERMS HEREOF.

PRISM Member: _____

Benchmark Solutions LLC DBA Benchmark Analytics LLC

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Steven Brewer
Title: Partner
Date: _____