BENCHMARK ANALYTICS LICENSE AGREEMENT

Benchmark Analytics, LLC ("Benchmark") 1801 W. Belle Plaine Avenue Suite 209 Chicago, IL 60613	Valid if Signed and Returned to Benchmark Analytics, LLC by mail or email: 1801 W. Belle Plaine Avenue Suite 209 Chicago, IL 60613 *support@benchmarkanalytics.com*
Client Information	**Billing Information**
Client: Toledo Police Department Address: 525 N Erie Street Toledo, OH 43604 Contact: George Kral Title: Chief of Police Telephone: (419) 245-3204 Email: george.kral@toledo.oh.gov	Account Manager: Telephone: Email:

I. License Fee:

In exchange for the License, Client shall pay to Benchmark Analytics an annual License subscription fee of $75,000 for the Term and any renewal period. Benchmark Analytics will increase the annual subscription price by four percent (4%) on an annual basis starting with renewal on the 5th year. The license fee is due within 30 days of contract execution and is due annually on the anniversary date of the contract execution.

For years one through three of this contract all costs for the license, training and integration of Benchmark Analytics will be paid for by a grant from the Joyce Foundation. Only effective on year 4, if the Toledo Police Department chooses to renew the license agreement would payment be necessary.

Amount due year one: $0
Amount due year two: $0
Amount due year three: $0
If renewed, amount due year four: $75,400
If renewed, amount due year five: $78,416

In the event that client's use of the system exceeds 2 terabytes of storage, Benchmark will bill the client its actual commercial rate for each incremental terabyte of storage and will be billed annually along with the subscription fee.

IL Service-Level Specifications:

Other than scheduled downtime, as defined below, Benchmark Analytics strives for a high-level of system availability. If in a calendar month these uptime commitments are not met (as reasonably determined by Benchmark Analytics), Benchmark Analytics shall credit the Client with one month of fees to be applied toward the following year's subscription. Benchmark Analytics reserves the right to release new functionality to its service on an ongoing basis, through periodic maintenance windows. These periodic releases can take several hours to release and Benchmark Analytics will notify Client in advance of any unscheduled maintenance, wherever possible.

III. Special Instructions and Additional Term

The following Additional Terms are hereby agreed to:

1. **License Grant.** Benchmark Analytics has developed a software application designed for clients' personnel to enter, manage, track, report and analyze various law enforcement-related information and to perform other incidental and subsidiary functions known as "Benchmark Analytics." Client is hereby granted a limited, non-exclusive, non-transferable, non-assignable, terminable license ("License") for the following software applications:

    ☒ Benchmark Data Management (BDM)
    ☒ First Sign® Early Intervention System (35% of total license fee attributable to First Sign® if other services selected)
    ☒ Case Action Response Engine® (CARE)

    Client further agrees to use and access the above indicated software applications via the Internet and to use the Benchmark Analytics Services described herein, but only for its own business purposes and to provide use of Benchmark Analytics to Client's administrators, employees and other Client-authorized persons or entities ("Users") that are permitted or enabled by Client to access and use Benchmark Analytics. Client has no rights to sublicense or otherwise transfer any of its rights under this Agreement and any purported transfer or sublicense in violation hereof is void.

2. **Term.** The License shall begin upon the execution of this Agreement and continue for a period of three (3) calendar years from the last day of the calendar month during which this Agreement is executed, including two (2) one-year renewals [This contract will be effective starting December 1, 2018, as agreed upon]. If neither party has given the other at least forty-five (45) days prior written notice of its intent not to renew prior to the end of the initial Term, or any renewal Term, the License shall automatically renew for the next year (the "Renewal Term").

3. **Late Payments.** Amounts not paid when due are subject to interest at one and one-half percent (1.5 percent) per month or, if less, the maximum rate of interest allowed by law, calculated from the due date.

4. **Restrictions; Service Suspension.** Client may only use Benchmark Analytics strictly in accordance with applicable employment laws and policies, data privacy and security laws and any other relevant statutes and policies, as well as any supporting materials provided by Benchmark Analytics ("User Materials"), and any other restrictions and requirements set forth herein. Benchmark reserves the right at any time, with notice to Client, to suspend access to Benchmark by Client or Client-authorized users to the extent that Benchmark reasonably believes such Party or Person is accessing or using the Benchmark software in breach of, or is otherwise not in compliance with, any of the terms or conditions of this Agreement. In no event shall Benchmark Analytics be required to monitor or supervise the use of the software by Client, employees or other authorized users and compliance with the terms of this Agreement by each of Client and/or authorized users shall at all times be and remain Client's responsibility.

5. **Relevant Data.** Client hereby authorizes Benchmark Analytics to obtain and maintain data and information that supports Benchmark Analytics' ability to provide a research-based, high quality software application ("Relevant Data"). Clients shall agree to additional data requirements, attached hereto as Exhibit A for First Sign® Early Intervention System.

6. **Hosting, Implementation, Training, Support, Other Services and Obligations.** Benchmark Analytics shall host an Internet website (the "Site") on its Servers (the "Servers") and shall procure and maintain its Servers as is necessary for Benchmark Analytics to substantially perform according to functional specifications promulgated by Benchmark Analytics from time to time (the "Functional Specifications"). The services to be provided by Benchmark Analytics hereunder with respect to Benchmark Analytics are herein sometimes referred to as the "Services" or "Benchmark Analytics Services". Client shall provide, at Client's expense, all computers, software, Internet connectivity and technology required for Client and its Users to use the Site and the Services. Benchmark Analytics shall provide Client with training (per proposal) and allow a designated number of Trainees to attend each training. Implementation timelines and dates will be mutually agreed upon by Client and Benchmark Analytics. Benchmark Analytics shall provide a Client Service Line to answer questions regarding Benchmark Analytics. The Client Service 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.

7. **Client's Obligations.**
    a. To the extent that provision of Benchmark Analytics, or Client's use of Benchmark Analytics or the Benchmark Analytics Services requires Benchmark Analytics to copy, modify, perform, display, transmit, or otherwise use the information, data, or other similar content provided by Client or its Users that is

stored on or transmitted via the Client's or User's use of Benchmark Analytics ("Client Data"), Client and its Users hereby grant Benchmark Analytics a nonexclusive, nontransferable, worldwide, royalty-free right to copy, modify, perform, display, transmit, and otherwise use the Client Data for such purposes.

b. Client understands and agrees that Client must provide workstations and computers that have reliable Internet access at its own expense. The Benchmark Analytics application will reside at the Benchmark Analytics host site (a commercially viable and secure data center) and may be accessed electronically by appropriate personnel using secure identification procedures via the Client's individual user workstation. The Client must provide its own workstations with Internet access and a web browser that allows 128-bit encryption. Acceptable browsers at the time of the original agreement include: Internet Explorer 11 and higher, Edge, Mozilla Firefox 4.0 and higher, Apple Safari 4.0 and above, and Google Chrome. Further required modifications or other changes will be communicated by Benchmark Analytics in the ordinary course.

c. Client understands and agrees that (i) Benchmark Analytics is not responsible for notifying Clients of any upgrades, fixes, or enhancements to any software used by Client to access and utilize Benchmark Analytics and the Services; (ii) Client is responsible for obtaining and installing all software and/or hardware upgrade, fixes, or enhancements required by the applicable browser software; and (iii) that Benchmark Analytics is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited, to the Internet. Notwithstanding the foregoing, Client understands and agrees that Client may have to modify, change, or otherwise upgrade its browser software in order to be compatible with upgrades and changes made to Benchmark Analytics by Benchmark Analytics.

d. Client understands and agrees that Client and/or its authorized Users shall designate their own user-identifications and passwords to access Benchmark Analytics. Client understands and agrees that (i) the License granted is not a concurrent License and that Client is prohibited from sharing passwords and/or user names with unauthorized users; (ii) Client is responsible for the confidentiality and use of Client's (including its Users) passwords and user names; (iii) Client is responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client Data, and any other data of any kind entered electronically through Benchmark Analytics or under Client's account; (iv) Client agrees to immediately notify Benchmark Analytics if Client becomes aware of any loss or theft or unauthorized use of any of Client's passwords, user names, and/or account number; (v) Client shall use its best efforts to prevent unrelated third parties from accessing Benchmark Analytics and/or using the Services; and (vi) Client and its Users are automatically subject to all terms and conditions set forth herein and any privacy statement related to any websites operated or maintained by Benchmark Analytics, as such terms and conditions and privacy statements may be modified or changed by Benchmark Analytics from time-to-time.

e. Client understands and agrees that the technical processing and transmission of Client's Data is fundamentally necessary to Client's use of Benchmark Analytics and the Services. Client expressly consents to Benchmark Analytics' interception and storage of Client Data, and Client understands and agrees that Client's Data will be transmitted over the Internet and other various networks, only part of which may be owned and/or operated by Benchmark Analytics. Client understands and agrees that changes to Client's Data may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Client understands and agrees that Client's Data may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Client agrees that Benchmark Analytics is not responsible for any Client Data that is lost, altered, intercepted, or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Benchmark Analytics.

f. Benchmark Analytics may upgrade and improve Benchmark Analytics and/or the Benchmark Analytics Services from time to time (the "Upgrades"). Client must upgrade and improve its software to conform to the Upgrades made to Benchmark Analytics.

g. Client shall (i) not alter, reverse engineer, dissemble, decompile, or copy any part of Benchmark Analytics, (ii) limit access to the non-public portions of Benchmark Analytics to its Users, and (iii) not sublicense or otherwise transfer any of its rights, duties or obligations under this Agreement.

h. Client must properly enter data and information onto Benchmark Analytics in order for. Benchmark Analytics to operate properly. Client shall be responsible to verify the accuracy of any of Client's Data entered on Benchmark Analytics.

i. Client and/or its Users shall adhere to the Terms of Service and Privacy Policies governing the Site, as they may be modified by Benchmark Analytics in its sole discretion.

8. **Mutual Obligations.** "Confidential Information" means any information regarding the provisions of this Agreement and the dealings of the parties hereunder and shall include the following: (a) for Benchmark Analytics - all information relating to the Benchmark Analytics technology (including, but not limited to Benchmark Analytics' source codes, research and/or analytics), any information related to pricing, Site features and the functionality of Benchmark Analytics, all other proprietary information and property belonging to Benchmark Analytics that is otherwise not in the public domain; and (b) for Client the identities of its Users, records of interactions with the Users, and Client Data. Each party shall not use for its own benefit or knowingly disclose to, or use for the benefit of, any other person, any Confidential Information of the other party without the other party's prior written consent and shall use reasonable care and caution in protecting the Confidential Information and disclose Confidential Information only 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 Agreement. This Section does not apply to 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; or (iii) becomes available to either party on a non-confidential basis from a third party that is not bound by a similar duty of confidentiality. 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 Agreement; provided, that the party required to disclose (a) promptly notifies the other party of such requirement, and (b) prior to any disclosure, asserts the confidential nature of the Confidential Information.

9. **License Restrictions.**

a. Client shall not sublicense, sell, resell, lease, assign, transfer, pledge or otherwise encumber or dispose of any of Client's rights or obligations under this Agreement.

b. Except as specifically provided to the contrary herein, the License does not extend to, and no right is granted for use or access of by, any third party or other individual or entity not a party to this Agreement, except for any properly authorized employees of Client and designated Users.

c. Information regarding Client's employees, data or proprietary confidential information acquired by Benchmark Analytics from Client shall be confidential and shall not, without the Client's prior consent, be used or disclosed to others by Benchmark Analytics except upon an assignment or as otherwise permitted hereunder.

10. **Injunctive Relief.** In addition to any other rights and remedies available to Benchmark Analytics, if Client or any of its Users breaches any of its obligations under this Agreement, (i) Benchmark Analytics shall be entitled to an injunction or similar equitable relief ordering the cessation of such breach upon request of a court of competent jurisdiction without having to post any bond or prove anything other than the fact of such breach, and (ii) the Client and its Users waive all defenses, including that such breach will not cause irreparable harm.

11. **Warranties; Intellectual Property Indemnification.**

a. Subject to the terms and limitations hereof, Benchmark Analytics represents and warrants that Benchmark Analytics will substantially conform1 and perform according to the Functional Specifications and the Service-Level Specifications. If Benchmark Analytics fails to meet the Functional Specifications or Service-Level Specifications contained herein for any calendar month during the term of this Agreement, Client's sole and exclusive remedy (notwithstanding anything to the contrary herein contained) shall be a credit on the terms specified herein for one calendar month of License fees in accordance with the Pricing Schedule included herein, as modified from time to time pursuant to this Agreement. Benchmark Analytics shall be responsible only for failures to meet the Functional Specifications or Service-Level Specifications due to conditions that are within Benchmark Analytics' reasonable control. In order to maintain the warranty, Client must notify Benchmark Analytics immediately in writing of any problems or potential problems and make available to Benchmark Analytics all written and printed documents to substantiate the problem.

b. Client represents and warrants that Client is and at all times will be the owner of or authorized to use the Client Data required by this Agreement.

c. Benchmark Analytics agrees to defend, indemnify, and hold Client harmless against all loss, cost, liability, expenses, and pay the amount of any adverse final judgment (or settlement that Benchmark Analytics consents to) including reasonable attorneys' fees, resulting from third party claims (collectively, the

"Claims") that Benchmark Analytics infringes any United States patent, copyright, trade secret, or other intellectual property arising under United States law; provided Benchmark Analytics is promptly notified in writing of the Claims and has sole control over its defense or settlement, and Client provides reasonable assistance in the defense of the Claims. In case of alleged infringement, Benchmark Analytics will have the right, but not the obligation, at its sole option and expense, to procure for Client the right to continue using Benchmark Analytics or to replace or modify Benchmark Analytics so that it becomes non-infringing or damages are mitigated.

12. Disclaimer of Warranties. EXCEPT AS STATED IN THE PRECEDING SECTION, BENCHMARK ANALYTICS DOES NOT REPRESENT THAT CLIENT'S USE OF BENCHMARK WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE, OR THAT BENCHMARK WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS OR THAT ERRORS IN THRIVE, THE SERVICES, AND/OR THE SUPPORTING DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WARRANTIES STATED IN THE PRECEDING SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY BENCHMARK ANALYTICS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

13. Limitation of Liability.
   a. THE PARTIES ACKNOWLEDGE THAT THERE IS GREAT DIFFICULTY IN ASCERTAINING DAMAGES UNDER THIS AGREEMENT AND, THEREFORE, THE MAXIMUM LIABILITY OF BENCHMARK ANALYTICS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY BENCHMARK ANALYTICS SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO BENCHMARK ANALYTICS DURING THE PRECEDING TWELVE (12) MONTH PERIOD. IN NO EVENT SHALL BENCHMARK ANALYTICS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ITS USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES AT ANY TIME OR OF ANY KIND, SUCH AS, BUT NOT LIMITED TO, LOSS OF CLIENT DATA, REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR ARISING OUT OF THE SERVICES PROVIDED FOR IN THIS AGREEMENT, THE PERFORMANCE OF THE SOFTWARE, THE USE OF BENCHJMARK, ANY BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.
   b. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
   c. No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action was discovered or should have been discovered.

14. Termination.
   a. Except as otherwise provided herein, this Agreement may be terminated as follows: by Benchmark Analytics, if Client is in breach of any payment obligation contained in this Agreement and fails to cure such breach within ten (10) days written notice of such breach by Benchmark Analytics; or by either party, if the other party is in material breach of any other provision of this Agreement, by written notice to the other party effective thirty (30) days after the receipt of such notice unless the other party cures such breach within the thirty (30) day period or, if such breach cannot be cured within thirty (30) days, the other party commences its best efforts to cure such breach immediately and such breach is cured within ninety (90) days after receipt of the original notice of breach.
   b. Client understands and agrees that following termination or non-renewal of this Agreement, for any reason, Benchmark Analytics may (i) immediately deactivate Client's account, and/or (ii) delete Client's account and all related Client Data and files in Client's account and/or bar any further access to such information and Benchmark Analytics and the Services after a reasonable period of time. Upon such tem1ination or non-renewal, Benchmark Analytics will grant Client temporary and limited access to Benchmark Analytics for the sole purpose of permitting Client to retrieve lawful Client Data, provided that Client has paid in full all amounts owed to Benchmark Analytics. Client understands and agrees that Benchmark Analytics is not liable to Client, its Users, or any third party for any termination of Client's access to Benchmark Analytics or deletion of Client Data or any other data of any kind.

15. Public Disclosure. Client grants to Benchmark Analytics the right to publicly disclose the fact that Client is using Benchmark Analytics for Benchmark Analytics' advertising and other promotional purposes.

16. Copyright and Trademarks. All intellectual property pertaining to Benchmark Analytics, including trademarks and copyrights, are and shall remain the sole property of Benchmark Analytics and its affiliated companies. This Agreement in no way conveys to Client or its Users any rights or interests in Benchmark Analytics other than the limited license granted to use Benchmark Analytics in accordance with this Agreement.

17. Severability. Each paragraph and provision of this Agreement is severable from the entire agreement, and, if one provision is declared invalid, the remaining provisions shall remain in effect and the invalid provision shall be reformed and amended to the extent needed to be valid.

18. Force Majeure. The performance by Benchmark Analytics of any obligation shall be excused, if such failure is caused by any event or circumstance beyond Benchmark Analytics' own direct control. If Benchmark Analytics should fail to become available as a result of any such event or circumstance beyond its own direct control, Benchmark Analytics shall have the right to cause availability within a reasonable time after the cause of such delay has been removed, and the Client shall be obligated to accept deferred availability, it being agreed that upon the occurrence of any such circumstance or event beyond Benchmark Analytics' own direct control, the time for performance by Benchmark Analytics shall be extended by that number of days equal to the number of days of delay attributable to any such circumstances or event beyond Benchmark Analytics' direct control.

19. Taxes. The price referred to herein does not include any local or state sales, value added, use or other applicable excise taxes, now in force or enacted in the future, any assessment of which shall be paid by Client. Without limiting the foregoing, Client shall promptly pay to Benchmark Analytics any amounts actually paid or required to be collected or paid by Benchmark Analytics pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If Client claims tax exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the front page of this Agreement and Client shall indemnify and hold Benchmark Analytics harmless for any loss occasioned by its failure to pay any tax when due.

20. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

21. Entire Agreement and Amendment. This Agreement supersedes all prior agreements and understandings between Client and Benchmark Analytics, including any representations, expressed or implied. Client acknowledges that this Agreement may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by the party against who the same is sought to be enforced. The parties, each acting under proper authority, have signed this Agreement on the date indicated below.

22. Notices. Any notices required or permitted under this Agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or by personal courier to the address set forth in this Agreement or any more recent address to which the sending party has been apprised. Benchmark Analytics may give any notice, approval, request, authorization, direction or other communication under this Agreement by e-mail or by conspicuous post on the Site.

23. Relationship of the Parties. Benchmark Analytics and Client are independent contractors. Nothing in this Agreement makes them partners or creates (i) an employer and employee relationship, (ii) a master and servant relationship, (iii) a principal and agent relationship, or (iv) any other relationship of any kind other than an independent contractor relationship. Neither party shall make any contracts, warranties, representations, or assume or create any other obligations, whether express or implied, in the other party's name or on its behalf.

24. Assignment. Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party; provided that Benchmark Analytics shall have the right to assign its rights and obligations hereunder to its parent, successor (including any successor through merger, consolidation or any other form of acquisition resulting in a change of control of Benchmark Analytics), or to any subsidiary or affiliate upon notice to Client. Any purported assignment of rights in violation of this Section is null and void.

25. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entities other than Benchmark Analytics and Clients.

BY SIGNING BELOW, CLIENT CERTIFIES THAT IT HAS READ AND AGREES WITH THE TERMS HEREOF AND SHALL BE BOUND BY THE SAME. Client also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Benchmark Analytics and are not to be shared with any third party without the prior written consent of Benchmark. Client's signature also constitutes approval of any add-ons accepted by Benchmark.

Client:	BENCHMARK ANALYTICS, LLC
Signature:_____	Signature:_____ *Ron Hu...* _____
Name:_____	Name:_____ Ron Huberman _____
Title:_____	Title:_____ CEO _____
Date:_____	Date:_____ 11/2/2018 _____

DATA SHARING AGREEMENT
First Sign® Early Intervention System

1. **Access to First Sign® and Use of Relevant Data.** Reports and associated Analyses received by Client resulting from Benchmark Analytics' First Sign® or any other analytics and reporting tools ("Client Reports") will be accessible to Client and its authorized users through the software application. Client authorizes Benchmark Analytics to use Relevant Data, including aggregating such Relevant Data with other data and information, for purposes of performing, evaluating, improving or enhancing First Sign® and the software application broadly. Benchmark Analytics will restrict access to Relevant Data to only those Benchmark Analytics staff, the Benchmark Research Consortium, or subcontractors (the "Agents") required to access the Relevant Data in order to perform the services set forth in this Agreement and/or to evaluate, improve or enhance the software application. Benchmark Analytics will instruct all Benchmark Analytics Agents on the use and confidentiality restrictions set forth in this Agreement, and shall require all Benchmark Analytics Agents to comply with applicable provisions of the data privacy and security laws. Benchmark Analytics will not disclose Relevant Data to anyone other than Benchmark Analytics Agents except, upon the prior written consent of Client, to a party authorized to receive the Candidate Data in accordance with data privacy and security laws. In the event that Benchmark Analytics subcontracts any of its duties and obligations, Benchmark Analytics agrees that: (i) the third party contractor shall execute an agreement regarding confidentiality consistent with the terms of this Agreement to the extent that such third party contractor has access to Confidential Information of Client and an agreement relating to any other obligations of such contractor as required to comply with this Agreement and data privacy and security laws, and (ii) any such permitted subcontracting shall not release Benchmark Analytics from any of its obligations under this Agreement. Subject to the requirements of this Section above, Benchmark Analytics may freely subcontract its duties and obligations under this Agreement.

2. **Client's Obligations.** Client will adopt and maintain appropriate security precautions to prevent disclosure of Candidate Portal passwords to and use by, any unauthorized person, and appropriate expiration of the access following completion of the application process by the candidate.

3. **Aggregate Data.** Aggregated Relevant Data not relating to individual employees of Client acquired by Benchmark Analytics in the course of performing this Agreement will be the sole property of Benchmark Analytics.