

BAIR Analytics Inc.

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Application Software for Large Scale Computers and Microcomputers

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Bair Analytics Inc. 640
Plaza Drive, Suite 340
Highlands Ranch, Colorado 80129
(800) 380-1138
www.bairanalytics.com

Contract Number: GS-35F-0416W
Period Covered by Contract: 10 May 2010 – 09 May 2020

General Services Administration Federal Acquisition Service

Pricelist current through Modification PS-0021, dated August 31, 2015.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>)

BAIR Analytics Inc.

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS. 3 & 4

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BAIR Analytics Inc.

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s). **See Pricelist**
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. **See Pricelist**
- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. **Not Applicable**
2. Maximum order. **\$500,000**
3. Minimum order. **\$100.00**
4. Geographic coverage (delivery area). **The Geographic Scope of Contract will be domestic delivery only.**
5. Point(s) of production (city, county, and State or foreign country). **Highlands Ranch, CO 80129**
6. Discount from list prices or statement of net price. **See pricing chart below**
7. Quantity discounts. **None**
8. Prompt payment terms. **Net 30 Days**
9. Notification that Government purchase cards are accepted at or below the micro-purchase threshold. **Yes**
10. Foreign items (list items by country of origin). **None**
- 11a. Time of delivery. (Contractor insert number of days.) **15 Days for Items Under SIN 132-32.**
- 11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery. **Need to contact the Contractor directly.**
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery. **Need to contact the Contractor directly.**
- 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery. **Need to contact the Contractor directly**
12. F.O.B. point(s). **Destination**
- 13a. Ordering address(es). **640 Plaza Drive, Suite 340, Highlands Ranch, Colorado 80129**

Authorized Dealer:

LexisNexis
Gaurang Dave
Contracts Manager
9393 Springboro, OH 45342
Miamisburg, OH 45342
Tel: 202-378-1018
Gaurang.Dave@LNSSI.com

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es). **640 Plaza Drive, Suite 340, Highlands Ranch, Colorado 80129**

Authorized Dealer:

LexisNexis
Gaurang Dave
Contracts Manager
9393 Springboro, OH 45342
Miamisburg, OH 45342
Tel: 202-378-1018
Gaurang.Dave@LNSSI.com

15. Warranty provision. **See Submitted Warranty**

16. Export packing charges, if applicable. **Not Applicable**

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). **No conditions to the Government P Card**

18. Terms and conditions of rental, maintenance, and repair (if applicable). **Not Applicable**

19. Terms and conditions of installation (if applicable). **Not Applicable**

20a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **Not Applicable**

20b. Terms and conditions for any other services (if applicable). **Not Applicable**

21. List of service and distribution points (if applicable). **Not Applicable**

22. List of participating dealers (if applicable). **None**

23. Preventive maintenance (if applicable). **Not Applicable**

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). **Not Applicable**

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number. **787038160**

26. Notification regarding registration in Systems for Award Management (SAM) database. **Bair Analytics is registered.**

BAIR Analytics Inc.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

****Warranty information is provided in the EULA****

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800-380-1138 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Monday through Friday, 9:00 AM (MST) to 5:00 PM (MST) excluding holidays.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) : 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

X 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire 30 Sep. Renewal of the term licenses and/or maintenance is to be continued during any remainder of the contract period. Notwithstanding cO above, the ordering activity may choose to issue a delivery order date for maintenance or Annual Software Term License which extends beyond the end of the fiscal year, under the authority of FAR 37.106 and/or DFAR 237.106(2).
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years. For Annual Term Software Licenses, orders for periods in excess of twelve months will be calculated by pro rating the appropriate Annual Term Software License fee over the period covered by the order.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:
 1. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 2. Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 3. Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions. (The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 4. "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The ordering activity may copy the Products solely for backup, archival or disaster recovery purposes. Any copy which the ordering activity makes of the Software and/or Products in whole or in part, is the property of the Contractor. The ordering activity agrees to reproduce and include in their entirety and without alteration the Contractor's copyright, trademark and other proprietary rights notices on any copy of the Software and/or Products.

BAIR Analytics Inc.

DESCRIPTION OF SOFTWARE PRODUCTS

ATAC

ATAC is the world's most comprehensive crime analysis software, providing the most powerful analytical tools, data integration, mapping and reporting capabilities to crime investigations and intelligence analyses. With its easy-to-use interface, powerful analytical and automated modules and ability to work with any type of database, ATAC assists analysts in pattern identification, data mining, analysis and prediction of serial events. In addition, ATAC's COMPSTAT module contains hundreds of reports which can be individualized to fit an agency's needs to communicate vital information quickly and efficiently. ATAC is proven to save time and resources for law enforcement, public safety and defense agencies while providing the means to analyze, identify, predict and resolve crimes and serial events worldwide.

Data Juggler

Working in conjunction with ATAC or other databases, this automated software performs scheduled extracts and processes data from records management systems or data warehouses to create robust data ready for analysis. Data Juggler saves time by eliminating redundant data entry, automatically populating specified fields in analytical databases.

ATACRAIDS

ATACRAIDS builds upon BAIR Analytics' existing ATAC desktop version by incorporating detailed crime data in a secure online interface for law enforcement use only. Users can view data from any participating agency as well as map, analyze and download data from other jurisdictions for further analysis with powerful desktop analysis tools like ATAC and ArcGIS. ATACRAIDS works to make data analysis more efficient by geocoding and automatically analyzing information as users filter through the data in real time, spatially displays detailed incident, MO and persons data as well as performs tabular, temporal and spatial queries. In addition, analysts can download data to a variety of formats for further analysis.

BAIR Analytics Inc.

SOFTWARE, MAINTENANCE AND TRAINING COST SCHEDULE

Software and Maintenance

ATAC (Automated Tactical Analysis of Crime):

ATAC is the world's most comprehensive crime analysis software, providing the most powerful analytical tools, data integration, mapping and reporting capabilities to crime investigations and intelligence analyses. With its easy-to-use interface and ability to work with any type of database, powerful analytical and automated modules and comprehensive COMPSTAT reports, ATAC assists analysts in pattern identification, data mining, analysis and prediction of serial events, and communicating vital information efficiently. ATAC has been proven to save time and resources for law enforcement, private sector and defense agencies while providing the means to analyze, identify, predict and resolve crimes and serial events worldwide.

<u>SIN</u>	<u>CODE</u>	<u>ITEM</u>	<i>Price Per Workstation</i>		
			<u>1-49</u> <u>Workstations</u>	<u>50-99</u> <u>Workstations</u>	<u>100+</u> <u>Workstations</u>
SIN 132-33	ATACWKST	ATAC Workstation	\$2,728	\$2,455	\$2,455
SIN 132-34	ATACWKSTUTSP	ATAC --- Workstation Upgrade and Technical Support Plan (Maintenance) Annual Fee	\$813	\$813	\$813

Data Juggler:

Working in conjunction with ATAC or other databases, this automated software performs scheduled extracts and processes data from records management systems or data warehouses to create robust data ready for analysis. Data Juggler saves time by eliminating redundant data entry, automatically populating specified fields in analytical databases.

<u>SIN</u>	<u>Order No.</u>	<u>Product</u>	<u>License Price</u>
SIN 132-33	DJSL	Data Juggler --- Single License	\$ 2,344
SIN 132-34	DJSLUTSP	Data Juggler --- Single License Maintenance Annual Fee	\$ 813

ATACRAIDS:

ATACRAIDS builds upon Bair Analytics existing ATAC desktop crime analysis application by incorporating detailed crime data in a secure online interface. Users can view crime data from any other participating agency, map and analyze data, and download data from other jurisdictions for further analysis with powerful desktop analysis tools like ATAC and ArcGIS. ATACRAIDS works to make event data analysis more efficient by geocoding and automatically analyzing crime, IED or event information as users filter through the data in real time, spatially displays detailed incident, MO and persons data as well as performs tabular, temporal and spatial queries. In addition, analysts can download data to a variety of formats for further analysis.

ATACRAIDS Private Network:

ATACRAIDS Private Network is setup to operate in a private networked environment. It provides for unlimited use and distribution for anyone possessing a related private network email address. ATACRAIDS Private Network provides for two system integrators who integrate and support ATACRAIDS in the private network environment.

SIN	Order No.	Product	Annual Fee
SIN 132-33	ATACRDST1	ATACRAIDS Tier 1 (1-20 sworn officers)	\$1,089
SIN 132-33	ATACRDST2	ATACRAIDS Tier 2 (21-40 sworn officers)	\$2,723
SIN 132-33	ATACRDST3	ATACRAIDS Tier 3 (41-75 sworn officers)	\$3,812
SIN 132-33	ATACRDST4	ATACRAIDS Tier 4 (76-125 sworn officers)	\$5,082
SIN 132-33	ATACRDST5	ATACRAIDS Tier 5 (126-200 sworn officers)	\$6,166.25
SIN 132-33	ATACRDST6	ATACRAIDS Tier 6 (201-300 sworn officers)	\$7,254.41
SIN 132-33	ATACRDST7	ATACRAIDS Tier 7 (301-400 sworn officers)	\$8,342.57
SIN 132-33	ATACRDST8	ATACRAIDS Tier 8 (401-500 sworn officers)	\$9,521.41

SIN 132-33	ATACRDST9	ATACRAIDS Tier 9 (501-750 sworn officers)	\$10,881.61
SIN 132-33	ATACRDST10	ATACRAIDS Tier 10 (751-1,000 sworn officers)	\$13,602.02
SIN 132-33	ATACRDST11	ATACRAIDS Tier 11 (1,001-2,500 sworn officers)	\$18,136.02
SIN 132-33	ATACRDST12	ATACRAIDS Tier 12 (2,501-5,000 sworn officers)	\$22,670.03
SIN 132-33	ATACRDST13	ATACRAIDS Tier 13 (5001+ sworn officers)	\$27,204.03
SIN 132-33	ATACRDSTP	ATACRAIDS Private Network (unlimited use)	\$902,963

BAIR Analytics Inc.

Terms of Use

With respect to your access and use of raidsonline.com and/or atacraids.com (the "Site"), BAIR Analytics, Inc. ("BAIR") provides its services to you, subject to the following Terms of Use ("TOU").

You agree to be bound by these TOU. If you do not agree to these TOU, do not access and use the Site.

1. **PERMITTED USE.** Subject to these TOU, BAIR hereby grants you the right to access and use the Site solely for the following purposes: (i) if you are accessing the Site as an individual, then any and all use of the Site is for your personal, non-commercial use only; or (ii) if you are accessing the Site on behalf of a business entity, then any and all use of the Site must be for such business entity's. You shall not (iii) send or otherwise post unauthorized commercial communications (such as spam) on the Site; (iv) collect content or information, or otherwise access the Site, using automated means (such as harvesting bots, robots, spiders, or scrapers) or by bypassing the Site's user interface without our permission; (v) upload viruses or other malicious code to the Site; (vi) do anything that could disable, overburden, or impair the proper working of the Site, such as a denial of service attack; or (vii) facilitate or encourage any violations of this Agreement. BAIR retains all rights with respect to the Site except those expressly granted to you in this Agreement. You agree not to frame, or assist third parties in framing, any of the web pages contained in the Site. Such framing is strictly prohibited under this Agreement. The content and software on the Site are the proprietary property of BAIR and/or its suppliers and Partners and are protected by U.S. and international copyright and other intellectual property laws. The provision of the Section 1 notwithstanding, it is not applicable to United States Government users.
2. **LINKS TO THIRD PARTY SITES.** The Site may contain links or produce search results that reference links to third party websites ("Linked Sites"). BAIR has no control over these Linked Sites or the content within them. BAIR cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. BAIR does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code that can impact your computer or other web access device. By using the Site to search for or link to another Site, you agree and understand that such use is entirely at your own risk, and that you may not make any claim against BAIR for any damages or losses whatsoever resulting from such use.
3. **NO UNLAWFUL OR PROHIBITED USE.** As a condition of your use of the Site, you warrant to BAIR that you will not use the Site for any purpose that is unlawful or prohibited by these TOU. You agree not to use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.
4. **PRIVACY AND DISCLOSURE OF INFORMATION.** Your privacy is important to us. BAIR is providing this notice to describe and explain our online information practices and the choices you can make about the way your information is collected and used.
 - a. **THE INFORMATION WE COLLECT AND HOW WE COLLECT IT.** In general, you can visit this Site without telling us who you are or revealing any personal information about yourself. There are times, however, when we may need information from you. Personal information like your name, postal address and e-mail address is obtained only when voluntarily submitted. BAIR collects this information in several ways:
 - (i) Through the user signing up to receive crime alerts, crime information, news, scheduling product demonstrations, entering contests and/or completing surveys.
 - (ii) Through registration, surveys and other online forms.
 - (iii) As part of an ongoing sales process.
 - (iv) While providing technical support, consultation, or product information.
 - (v) Through the process of maintaining and upgrading our products.
 - (vi) Through automated means such as communications protocols, e-mail, communications and cookies.

To provide you with timely, high-quality information, we may also ask you to provide us with information regarding your professional interests and experiences with our products or services. Providing us with this information is optional. Personal data collected online may also be combined with information you provide to us through other sources such as product registration, call centers, or in conjunction with events such as trade shows, training seminars and conferences. Information that you supply will relate to the relationship that BAIR has with you or your organization.
 - b. **WEB SERVER LOGS.** In the process of administering this Site, we maintain and track usage through Web server logs. Web server logs provide information such as what types of browsers are accessing our Site, what pages receive high traffic, and the times of day our servers experience significant load. We use this information to improve the content and navigation features of our Site. Anonymized or aggregated forms of this data may be used to identify future features and functions to develop for the Site and to provide better customer service.
 - c. **COOKIES.** There are various technologies, including one called "cookies" which can be used to provide tailored information

from a website. A cookie is an element of data that a website can send to your browser, which may then store it on your system. Some BAIR pages use cookies or other technologies so that we can better serve you when you return to our Site. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it. For more information, please refer to user information provided with your Web browser.

- d. **WEB BEACONS.** Some of our Web pages and HTML-formatted e-mail use Web beacons in conjunction with cookies to compile aggregate statistics about website usage. A Web beacon is an electronic image, called a single-pixel (1×1) or clear GIF. Web beacons can recognize certain types of information on a visitor's computer, such as a visitor's cookie number, time and date of a page view and a description of the page where the Web beacon is placed. You may render some Web beacons unusable by rejecting their associated cookies.
 - e. **PERSONALIZED URL LINKS AND PERSONALIZED MESSAGE CONTENT.** Occasionally, we may create a unique web URL link for certain visitors. If you visit one of these Sites, you may find forms that are already filled out with your name, or other types of information you have previously indicated an interest in, based on information you have given us before. We may also personalize the content of newsletters, e-mail offers or invitations based on topics in which you have previously indicated an interest. We collect information about how you consume this type of personalized information in order to help us provide you with other information that is better tailored to your interests. If you choose to visit one of these personalized web URL links, you are agreeing to allow BAIR to collect information about your visits and also to associate that information with other information about you and your relationship with BAIR. If you do not wish your information to be used in this way, do not accept the invitation to visit these Sites.
 - f. **HOW WE USE YOUR INFORMATION.** BAIR may use your personal information to:
 - (i) Fulfill subscription requests, orders for software and services made online and to provide other information you request.
 - (ii) Make the Site easier for you to use.
 - (iii) Help us customize content most relevant to your interests.
 - (iv) Notify you about important news concerning BAIR.
 - (v) Notify you of new products and services, product updates, technical support issues, events and special offers we think you may be interested in. We do analyze some of our Web services such as registrations, demos, downloads, and e-mail responses at the individual level in order to improve the quality of those offerings and to better tailor our marketing to our customers' needs.
 - g. **HOW WE SHARE YOUR INFORMATION.** We may share the personal data you provide with other BAIR entities and/or business partners for purposes related to those described above. We will not sell, rent or lease to others your personally identifiable information. BAIR reserves the right to disclose any and all pertinent information to law enforcement or other governmental officials as we, in our sole discretion, believe necessary or appropriate.
 - h. **CHOICE / OPT-OUT.** BAIR offers you the choice of receiving different types of communication and information related to our company, products and services. You may subscribe to e-newsletters or other publications; you may also elect to receive marketing communications and other special offers from us via e-mail. If at any time you would like to change your communication preferences, we provide unsubscribe links and an opt-out mechanism for your convenience.
 - i. **OUR COMMITMENT TO DATA SECURITY.** BAIR is concerned about the security of your information. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of information, we have put in place reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect online. We use encryption technology when collecting or transferring sensitive data such as credit card information. Credit card numbers are used only for processing payment and are not used for other purposes.
 - j. **CHANGES TO THIS PRIVACY POLICY.** If there are updates to the terms of BAIR's online Privacy Policy, we will post those changes here and update the revision date in this document so that you will always know what information we collect online, how we use it, and what choices you have.
5. **OWNERSHIP OF USER SUBMITTED CONTENT.** You represent and warrant that you are the owner of any and all information and content you provided to the.
6. **OWNERSHIP OF LAW ENFORCEMENT AGENCY SUBMITTED CONTENT.** All information provided by a law enforcement agency is offered and owned by that law enforcement agency. Unless otherwise indicated by the law enforcement agency, all data will be retained by BAIR Analytics, Inc. and remain accessible by the general public and/or other law enforcement agencies in accordance with the provisions of this Agreement. However, the law enforcement agency shall have the right to cause BAIR Analytics, Inc. to archive (remove from view) and purge (remove from database) all of its agency data at the agency's request. Any law enforcement agency submitting information to BAIR Analytics, Inc. represents and warrants that its disclosure of such information does not violate any applicable federal, state or local statute or regulation concerning such disclosure.

7. **WARRANTY DISCLAIMER.** BAIR does not promise that the Site will be error-free, uninterrupted, nor that the Site will provide specific results from your use of any content, search or link on them. BAIR does not warrant or represent that files you download from the Site will be free of viruses or other harmful features.
8. **DESIGNATED AGENT FOR ALLEGED COPYRIGHT INFRINGEMENT.** BAIR respects the intellectual property of others, and we ask you to do the same. If you believe some content on the Site has been copied in such a way to constitute copyright infringement, please contact us at:

**BAIR Analytics, Inc.
640 Plaza Drive, Suite 340
Highlands Ranch, Colorado 80129**

9. **GENERAL.** This Agreement shall be governed in all respects by the laws of the United States. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. BAIR's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.
10. **INFORMATIONAL ONLY.** The information displayed in this Site is susceptible to some degree of error due to the collection, entry, and geoprocessing of the data. No warranty, representation, or guarantee whatsoever is made or implied regarding the content, accuracy (including, without limitation, geographic accuracy), timeliness, completeness, or sequence of any of the information contained in this Site. Neither you, nor any other person, should rely on the data provided herein for any reason; the owners and operators of this Site as well as all directors, officers, employees, agents, and affiliates of BAIR Analytics, Inc. shall not be held responsible for any errors or omissions in this Site or produced by any secondary dissemination of this information. The owners and operators of this Site have not assessed any specific risk that any convicted sex offender will commit another offense or the nature of any future crime that may be committed. Persons should not rely on the sex offender information in this Site, if any, as a safeguard against perpetrators of sexual assault in their communities. The information is provided strictly as a courtesy to the public.
11. **NOTICE OF ERRORS.** If you believe that any information on this Site is in error, please be advised that we receive all of our information from state or local authorities, and you should therefore contact your local police or sheriff's department; such authorities will be able to assist you directly or refer you to another appropriate authority.
12. **CONDITION OF USE.** You understand and agree to each and every provision contained in this disclaimer.
13. **MINORS.** The Site is not intended for use by anyone under the age of 13 years old. By using the Site, you are representing to BAIR that you are at least 13 years old.
14. **CHILD ONLINE PROTECTION ACT NOTIFICATION.** Pursuant to 47 U.S.C. Section 230(d) as amended, BAIR hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.
15. **EXPORT CONTROL INFORMATION.** Unless otherwise specified, the materials on the Site are presented solely to provide information regarding and to promote BAIR's services and other products available in the United States, its territories, possessions and protectorates. The Site is controlled and operated by BAIR from its offices within the United States of America. BAIR makes no representation that materials on the Site are appropriate or available for use outside the United States. Those who choose to access the Site from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable. If you access the Site from outside the United States and are located in a country embargoed by the United States or are on the United States Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities or operate a platform application or Site in connection with the Site. Further, no software from the Site may be downloaded or otherwise exported or re-exported (A) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (B) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.