

**DATA USAGE AGREEMENT
FOR
RAIDS ONLINE (WWW.RAIDSONLINE.COM)
ATACRAIDS (WWW.ATACRAIDS.COM)**

This Data Usage Agreement (the "Agreement") is made this 27 day of December 2011 between BAIR Analytics Inc., 640 Plaza Drive, Suite 340, Highlands Ranch, Colorado 80129 ("Developer") and Lexington-Fayette Urban County Government on behalf of the Division of Police, State of Kentucky, collectively referred to hereinafter as the "Parties".

RECITALS

WHEREAS, Developer is developing a website (the "Site") that will supply information to the public and/or law enforcement agencies about the location and nature of certain alleged crimes; and

WHEREAS, Agency is a law enforcement agency that will supply data and other information (the "Data") about the location and nature of certain alleged crimes to Developer for use on Developer's Site; and

WHEREAS, the Parties desire through the sharing of the Data by the Agency and the use of the Data by the Developer to facilitate the sharing of crime data for the benefit of the general public and/or law enforcement;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, IT IS THEREFORE AGREED AS FOLLOWS:

AGREEMENT

1. **DATA.** Agency agrees that any Data it provides to Developer may be displayed on Developer's Site consistent with the terms of this Agreement and the current Terms of Use as posted on raidsonline.com and/or atacraids.com (the "Sites") the most recent version of which is attached hereto and whose terms are incorporated herein by reference. Agency agrees to keep the Data updated and to ensure that the Data provided by Agency to Developer is displayed on Developer's Site as Agency wishes. Developer is not responsible for the loss of any Data or the accuracy of the Data. Agency represents that Data is accurate, complete and that it maintains a duplicate copy of all Data.

2. **DATA USAGE DISCLAIMER.** Developer used Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Agency is assumed by Developer to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed on the Site are approximate due to automated location methods and address inconsistencies. Developer is not responsible for any errors or omissions in the Data or the use of the Data by any third party, including the public or any law enforcement or governmental agencies.

3. **INTELLECTUAL PROPERTY.** Developer and its licensors retain and reserve exclusive ownership of all worldwide copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, property rights and all other industrial rights in and to the Site, including any derivative works, modifications, customizations, updates, or enhancements and Developer grants Agency a license to use such rights for the purposes hereunder.

4. **WARRANTY.** DEVELOPER'S SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. AGENCY RECOGNIZES THAT THE "AS IS" CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH DEVELOPER WOULD NOT HAVE AGREED TO ENTER THIS AGREEMENT.

DEVELOPER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, WITH REGARD TO THE SERVICES. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING THE SERVICES SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF DEVELOPER WHATSOEVER. AGENCY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTY IN THIS AGREEMENT.

5. **CONTROLLING LAW AND VENUE.** The parties agree the terms of this Agreement shall be construed by the laws of the State of Colorado, any conflict of laws provisions notwithstanding. The parties further agree that any action to enforce the provisions of this Agreement shall be brought in District Court for the State of Colorado.

6. **SAVINGS CLAUSE.** If any provision of this Agreement shall be deemed by any court having jurisdiction thereon to be invalid or unenforceable, the balance of this Agreement shall remain in effect; if any provision of this Agreement shall be deemed by any such court to be unenforceable because such provision is too broad in scope, such provision shall be construed to be limited in scope to the extent such court shall deem necessary to make it enforceable; and if any provision is deemed inapplicable by any such court to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

7. **WAIVER.** Should any provision of the Agreement be or become illegal or unenforceable, such provision shall be considered separate and severable from this Agreement and the remaining provisions shall remain in force and be binding upon Developer and Agency as though such provision had never been included. Any waiver by either party of any breach of any term or condition of this Agreement shall not be construed as or be deemed to be a waiver of any future breach of such term or condition.

8. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one agreement, binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

A handwritten signature in blue ink, appearing to read "Sean Bair", is written over a horizontal line.
BAIR Analytics Inc.

By: Sean Bair

Title: President

Date:

Agency:

By:

Title:

Date:

**DISCLAIMER AND TERMS OF USE
FOR
RAIDS ONLINE (WWW.RAIDSONLINE.COM)
ATACRAIDS (WWW.ATACRAIDS.COM)**

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"), which may be updated by BAIR from time to time without notice to you, and which updates become effective when posted. You are responsible for regularly reviewing these terms and conditions.

In addition, when using the Site, you and BAIR shall be subject to any posted guidelines or rules applicable to such Sites or services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these TOU. In the event that any of the terms, conditions, and notices contained herein conflict with such guidelines or rules, then these terms shall control.

You agree to be bound by these TOU, and indicate such agreement by any access or use of this Site. Your use of this Site demonstrates and manifests your assent to this Agreement. If you do not agree to this Agreement, 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 internal business purposes in connection with the establishment or continuation of a business relationship with BAIR. 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. Except as expressly permitted hereunder, you agree not to duplicate, publish, modify, or otherwise distribute the material on the Site unless specifically authorized in writing by BAIR to do so. 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.
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. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through 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 (1x1) 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. Your continued use of the Site following the posting of changes to this Privacy Policy means you accept those changes.

K. **YOUR ACCEPTANCE OF THESE TERMS.** By using the Site, you signify your assent to this Privacy Policy.

5. **OWNERSHIP OF USER SUBMITTED CONTENT.** You agree that any and all information and content that you provide to the Site becomes the exclusive property of BAIR, and you irrevocably assign all rights of ownership, including, without limitation, intellectual property rights, to BAIR upon submission of the information and content. You represent and warrant that you are the owner of such information and content and are authorized to make such assignment of rights.
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 and further agrees to indemnify BAIR Analytics Inc. regarding its disclosure of such information should such disclosure be claimed to violate and federal, state or local statute or regulation.
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. The Site and all content contained within them are delivered on an "AS IS" and "AS AVAILABLE" basis. BAIR does not warrant or represent that files you download from the Site will be free of viruses or other harmful features. BAIR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
8. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT OR NEGLIGENCE, WILL BAIR, OR ITS AFFILIATES AND PARTNERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE Site. IN NO EVENT SHALL BAIR's AGGREGATE LIABILITY, OR THE AGGREGATE LIABILITY OF BAIR's AFFILIATES AND PARTNERS, TO YOU FOR ANY LOSS, DAMAGE OR

CLAIM RELATED TO OR ARISING OUT OF THE Site EXCEED THE GREATER OF THE FOLLOWING: (A) TOTAL AMOUNTS PAID BY YOU TO BAIR FOR ACCESSING THIS SITE; OR (B) FIVE U.S. DOLLARS (\$5.00).

9. **ADDITIONAL REPRESENTATIONS AND WARRANTIES** You represent, warrant, and covenant that (a) you have the power and authority to enter into this Agreement; (b) you are at least eighteen (18) years of age; and, (c) you will only use the Site in accordance with these TOU.
10. **INDEMNITY.** To the extent allowable by law, you agree to indemnify and hold BAIR and its Partners, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorney's fees, arising from or related to your breach of this Agreement, or the documents it incorporates by reference, or your violation of any law or the rights of a third party. This shall not be deemed a waiver of sovereign immunity or any third party defense available to Lexington.
11. **IRREPARABLE HARM AND INJUNCTIVE RELIEF.** The Site and the information and content made available through such Sites is the result of enormous investment by BAIR in collecting, formatting, organizing and presenting a wide range of information in the public interest for its users under the terms of this Agreement. By using the Site, you hereby acknowledge and recognize the uniqueness of the services provided by the Site and BAIR's substantial investments in such Sites as described herein, such that a violation of Section 1 of this Agreement by you will result in irreparable harm to BAIR for which money damages or other legal remedies may not adequately compensate. Accordingly, in the event of a violation of Section 1, BAIR shall be entitled to equitable remedies, including without limitation preliminary and permanent injunctive relief, and you explicitly agree that BAIR will not be required to make a showing of irreparable harm or to post or secure a bond in order to obtain such relief.
12. **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 as way to constitute copyright infringement, please contact us at:

BAIR Analytics Inc.
640 Plaza Drive, Suite 340
Highlands Ranch, Colorado 80129
13. **GENERAL.** This Agreement shall be governed in all respects by the laws of the State of Colorado, USA without giving effect to its conflict of laws provisions, or any other provisions that would result in the application of a different body of law. Both parties submit to personal jurisdiction by and venue in the state and federal courts in the State of Colorado, County of Douglas, USA, and further agree that any cause of action arising under or relating to this Agreement or your use of the Site shall be brought exclusively in such venue. Notwithstanding the foregoing, BAIR may, at any time, seek injunctive or other equitable relief, wherever it deems appropriate, to protect or enforce its rights under this Agreement. In the event of any dispute between you and BAIR arising under or relating to this Agreement or your use of the Site in which BAIR is the prevailing party, you agree that you will pay BAIR' reasonable attorneys' fees in connection with BAIR' commencement and prosecution of the action, and, if applicable, its defense of claims you may bring against BAIR. 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. This Agreement and the terms and conditions contained herein sets forth the entire understanding and agreement between us with respect to the subject matter hereof, and supersedes any prior or contemporaneous understanding whether in written or oral form.

14. **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.
15. **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.
16. **CONDITION OF USE.** You understand and agree to each and every provision contained in this disclaimer and waive any and all rights and claims you may or might have against the owners and operators of this Site as well as against all directors, officers, employees, agents, and affiliates of BAIR Analytics Inc., arising from your use of this Site.
17. **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.
18. **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.
19. **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, Canada, 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 or Canada. Those who choose to access the Site from outside the United States or Canada 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 or Canada 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.