**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT, dated as of this

13th day of June, 2014, is made between Bair Analytics, Inc., ("Bair" and/or "the Company") a Colorado corporation located at 640 Plaza Dr. Suite 340, Highlands Ranch, Colorado 80129 and BAE Systems Information Solutions (hereinafter known as "GXP"), a Virginia corporation with offices at 10920 Technology Place San Diego, CA 92127 (hereinafter, singularly, the "Party'' and, collectively, the "Parties"),

WHEREAS, in connection with the consideration of a possible business relationship concerning the collaborative discussion of possible synergies between Bair's predictive analysis ATAC software and GXP's software (the "Potential Transaction") between the Company (or one of its affiliates or subsidiaries) and GXP, the parties have agreed to exchange certain proprietary information concerning their businesses, assets, operations, and personnel; and

WHEREAS, in consideration for, and as a condition to, the furnishing of such proprietary information, the parties hereby agree as follows:

1. Each of the parties (i) acknowledges the confidential and proprietary nature of the Confidential Material (as defined below) and (ii) agrees to hold and keep the same confidential as provided in this Agreement, and to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Material.
2. For purposes of this Agreement, "Confidential Material" shall include, but shall not be limited to, all information, data, reports, analyses, compilations, studies, projections, forecasts, records, and other materials (in whatever form maintained, whether documentary, computerized, electronic, oral or otherwise), that contain or otherwise reflect information concerning the parties or their affiliates or subsidiaries, as the case may be, and that (i) are provided to a party to this Agreement (the "Recipient") or its representatives in connection with the Potential Transaction by or on behalf of, or concerning, the parties or their affiliates or subsidiaries, as the case may be (the "Disclosing Party"), whether prepared by the Disclosing Party and/or its advisors, agents, or otherwise, or (ii) are prepared by the Recipient, its representatives, or others and that contain or otherwise reflect or are based upon, in whole or in part, any such Confidential Material.
3. All Confidential Material delivered pursuant to this Agreement:
   1. shall be marked "Proprietary" or with an equivalent legend, maintained in confidence, and may only be disclosed to those employees of the Recipient who have a need to know the same for the sole purpose of evaluating the Potential Transaction. In the case of oral or visual disclosures, the proprietary nature of the material at the time of disclosure will be noted by each disclosing party and within thirty (30) days each disclosing party will provide a summary of the material disclosed and confirmation that it is proprietary; and
   2. shall not be used by the Recipient or its employees for any purpose other than for the purpose of evaluating the Potential Transaction or with the express prior written permission of the Disclosing Party.



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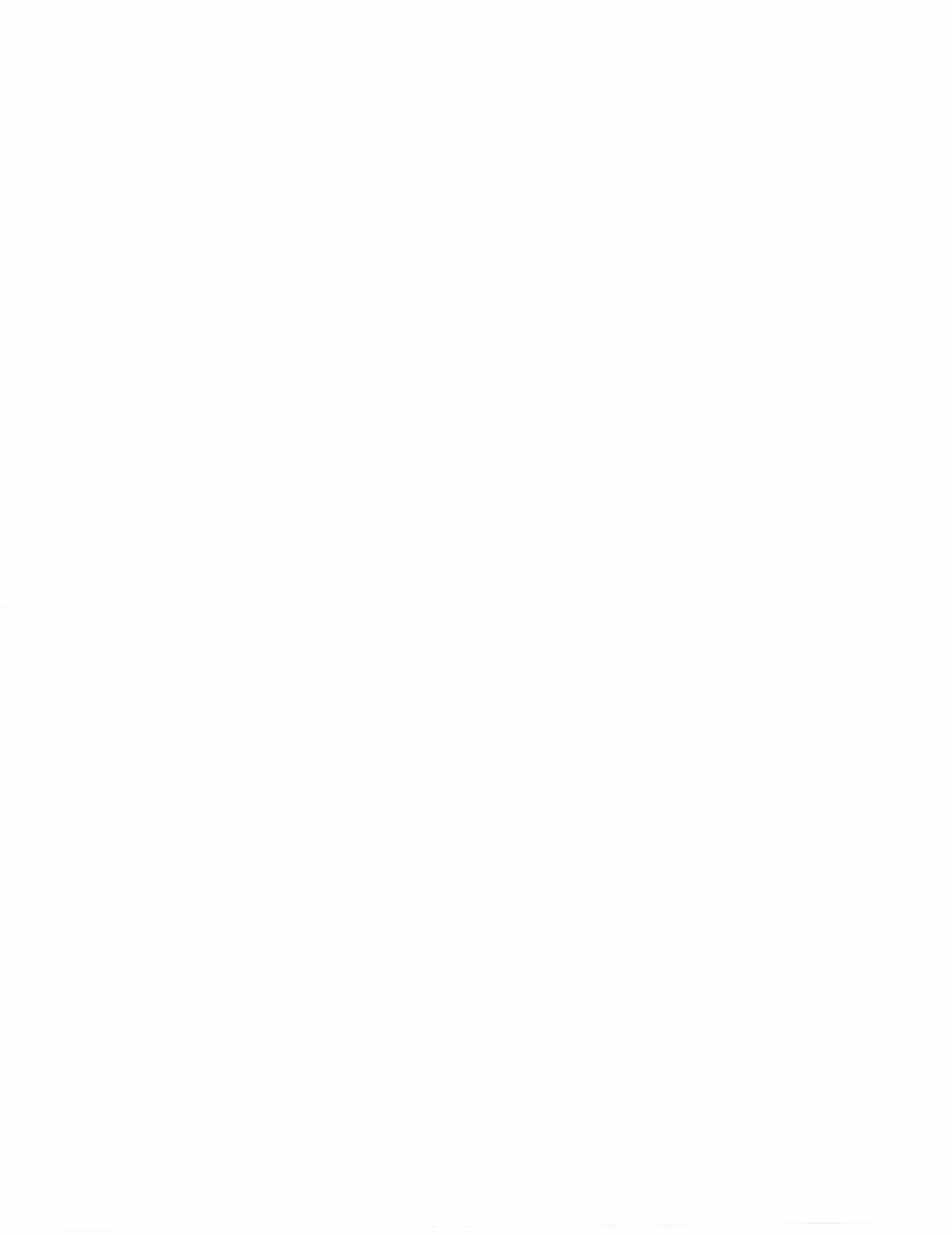
For purposes of this Agreement only, "employees" include employees, agents, representatives, directors, advisors, and consultants of a party. A "need to know" means that the employee requires the Confidential Material to perform his or her responsibilities in connection with the Potential Transaction.

1. In addition, without the prior written consent of each of the parties, none of the parties nor any of their respective employees will (i) disclose to any third party or (ii) make, directly or indirectly, any public comments, statements, or communications with respect to the following:

(a) that the Confidential Material has been made available to it, or is being furnished by it; (b) that discussions or negotiations are taking place concerning the Potential Transaction; or (c) any of the terms, conditions, or other facts with respect to any such Potential Transaction, including the status thereof or any termination thereof, provided that (i) any party may make such disclosure if it has received the written opinion of its counsel that such disclosure should be made by it in order that such party not commit a violation of law or to comply with any disclosure obligations imposed by any agreement with any exchange on which a party's stock, (including any options or futures relating to such stock) or indebtedness is listed or traded, and

(ii) prior to such disclosure, such party promptly advises and consults with the other parties and their respective legal counsel concerning the information proposed to be disclosed.

1. In the event that any party or any of their respective employees are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Material, the affected party shall provide the other party with prompt written notice of any such request or requirement so that such other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver, the affected party or its employees are nonetheless, in the written opinion of counsel, legally compelled to disclose Confidential Material to any tribunal or else stand liable for contempt or suffer other censure or penalty, the affected party or its employee may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Material that such counsel advises is legally required to be disclosed, provided that the affected party and its employees exercise its respective best efforts to preserve the confidentiality of the Confidential Material, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Material.
2. The obligations of paragraphs 3, 4, and 5 above shall not apply, however, to any information that:
   1. is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this Agreement by the Recipient or its employees;
   2. is lawfully in the Recipient's possession, without an obligation of confidentiality, prior to receipt hereunder;
   3. is received independently by the Recipient from a third party who was free to lawfully disclose such information to the Recipient; or

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* 1. is independently developed by the Recipient without the use of Confidential Material as evidenced by the Recipient's business records.

1. Confidential Material shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components, or combinations thereof are now or become known to the public.
2. Confidential Material, including permitted copies, shall remain the property of the Disclosing Party. Within thirty (30) days of a written request by the Disclosing Party, the Recipient shall return all Confidential Material and all copies to the Disclosing Party. The Recipient shall certify in writing that it has satisfied its obligations under this paragraph 8 upon a written request by the Disclosing Party. Notwithstanding the return or destruction of such Confidential Information, each party, together with its respective employees, shall continue to be bound by the provisions of this Agreement.
3. Each of the parties will be responsible for and bear all of its own costs and expenses (including any broker's or finder's fees and the expenses of its representatives) incurred at any time in connection with this Agreement or pursuing or consummating the Potential Transaction.
4. This Agreement does not obligate any of the parties to enter into any further agreement or to consummate any transaction, including, without limitation, the Potential Transaction.
5. Each of the parties agrees that the conditions in this Agreement and the Confidential Material disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other party irreparable injury for which it would have no adequate remedy at law, and further agrees that each party shall be entitled to seek immediately injunctive relief in any court of competent jurisdiction prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
6. This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by the party against whom enforcement of such modification, amendment, or waiver is sought. This Agreement may not be assigned by any party without the prior written consent of the other party. This Agreement is made subject to and shall be construed under the laws of the State of Colorado without reference to the provisions thereof regarding conflicts of law.
7. Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates and subsidiaries.
8. In the event any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement



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shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

1. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first specified above.

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BAmAnm

By:

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BAE Systems Information Solutions

Name:�� Title: President

Date: 5/21/2014

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