

Federal Communications Commission
Equipment Authorization Division
7435 Oakland Mills Road
Columbia, MD 21048

Date: 12/16/2025

Subject: Request for **Long-time Permanent Confidentiality**

FCC ID: CSQ-ST100A

To Whom It May Concern:

In accordance with §0.457(d) and §0.459 of CFR 47, and KDB 726920, **BI Incorporated** hereby requests permanent confidentiality for documents filed under the following exhibit types:

1. Block Diagram
2. Internal Photos
3. Operational Description
4. Part List&Placement/BOM
5. Tune-up Procedure
6. Schematic Diagrams

These items contain detailed system and equipment description and related information about the product which **BI Incorporated** considers to be proprietary, confidential and a custom design which otherwise would not be released to the general public. The Product is sealed via Ultrasonic welding at the Factory and Internal components are not viewable to the General public. The device is a Court-ordered public safety device, and as such the technology should not be available to the public. Further our contracts to Agencies that Purchase or lease the device have an NDA IP type clause which further protects our Design from the General Public. Since this design is a basis from which future technological products will evolve, **BI Incorporated** also feels that this information would be of benefit to its competitors, and that the disclosure of the information in these exhibits would give our competitors an unfair advantage in the market.

Contract NDA language example on page 2 of this document.

We are aware that exhibit types *cover letters, attestations, label document, test reports, RF exposure information (SAR and MPE reports)*, cannot be requested to be classified confidential and are thus subject to publication, as will be documents of all other exhibits types for which we have not requested a confidentiality classification.

Best Regards,



Signature

Name: Pravin Chaubey
Title: VP HW Engineering
Company Name: BI Incorporated
Address: 6265 Gunbarrel Ave.
Boulder, CO. 80301

1. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

1.1 Intellectual Property. As between the parties hereto, BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.

1.2 Confidential Information. Agency agrees to hold in confidence and not disclose to any party, other than authorized employees under similar terms of confidentiality as set forth herein, the Documentation or any confidential information or trade secrets of BI.

1.3 Access. BI will issue Agency a login ID and a password for use in accessing BI TotalAccess and the specific Client information for Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful and secure control of the login ID and password. Agency agrees to maintain its password as private and confidential and to take all reasonable measures to maintain the careful control and security of the login ID and password. Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password or account.

1.4 Prohibited Use. Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology. Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the Term or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

1.5 Restricted Access. Agency agrees not to make any attempt to gain any unauthorized access to any other user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and are deemed a material breach of this Agreement and may be reported to applicable authorities. All access to Software Applications are subscription based, and the rights to access such services expire upon the expiration of the applicable order or upon Agency's failure to pay for such services (i.e., services are not perpetual).

"Confidential Information" means any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.

The **"Monitoring Service"** as set forth in Schedule A may include Equipment or Units, Software Applications, and/or access to BI's central host computer system running the Software Applications. Units are issued to the customers or placed on Clients by the Agency. The Units communicate with the Software Applications through cellular telephone service or the Client's landline telephone service, which are subject to the telco terms and conditions.

"Equipment" or **"Unit"** means manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.

"Software Application" means software applications made available by BI for use by Agency and/or Clients under this Agreement, including, but not limited to, BI TotalAccess®, BI Analytics™, and BI SmartLINK™.