

**THIS MASTER LICENSE AND SERVICES AGREEMENT** (the "Agreement"), is made by and between Uncharted Software Inc. ("Uncharted"), a Ontario, Canada corporation having its principal offices located at 2 Berkeley Street, Suite 600, Toronto, ON M5A 4J5, Canada ("Uncharted") and the City of Henderson, Nevada, having its principal offices located at 240 Water Street, Henderson Nevada, 89009 ("Client").

**WHEREAS**, "Uncharted" is engaged in the business of the development, marketing, and support of computer programs, products and services of all types.

**NOW THEREFORE**, in consideration of the premises, covenants, and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

#### **1. Software License Terms**

1. Uncharted has proprietary rights in GeoTime® Software. GeoTime® and Uncharted™ are trademarks of Uncharted Software Inc. Ownership of and title to all Software and all copies thereof, including associated intellectual property rights and copyrights, are and shall remain with Uncharted.
2. In accordance with and subject to the terms and conditions provided herein and in consideration of payment of the license fees set forth in any Exhibit A, Uncharted hereby grants to Client and Client accepts from Uncharted a non-exclusive, non-transferable license to use the Uncharted products specified in Exhibit A, collectively or individually referred to as the "Licensed Products", solely for its internal business purposes. Any rights not granted herein are reserved to Uncharted.
3. Use of Software License:
  1. Uncharted grants the Client limited rights to use the Software solely for the Client's internal business purposes. Any other use of the Software is not permitted.
  2. No unauthorized copying of the Software, making the Software available to third parties, or attempting to commercialize the Software is permitted.
  3. The Client may not use, modify, copy or transfer the program, in whole or in part, except as expressly permitted by these Terms of Service. Reverse engineering, decompiling, disassembling the object code, and creating derivative works based on the Software are prohibited.
  4. The Client may not derive a replacement for the Software, including but not limited to the reproduction of the functionality and look of the user interface nor will you allow anyone else to do so.
  5. The Client acknowledges that the Software, and elements thereof, constitute valuable trade secrets, proprietary methods and other property of Uncharted and that the unauthorized use or disclosure of confidential or proprietary information may cause irreparable damage to Uncharted, who may seek injunctive and other relief as permitted by law.
  6. The Client hereby grant and assign to Uncharted all Intellectual Property rights the Client may now or hereafter possess in the Software, Documentation and Confidential Information, and all derivative works thereof and agree to execute all documents, and take all actions, that may be necessary to confirm such rights.
  7. The Client agrees that the Client's rights under this Agreement are personal and non-exclusive and may not be assigned or otherwise transferred.

#### **2. General Conditions**

1. The Terms of Service defined in this agreement override any previous terms that may have been agreed to during a software trial period.
2. The Terms of Service defined in this agreement override any electronic updates that a user may 'click-through' during software installation or upgrade during the term of this agreement.
3. The Terms of Service cannot be altered except through written amendment signed by the parties.
4. Any new features or tools which are added to the Software shall be also subject to these Terms of Service.
5. Technical support is only provided to active Licensee
6. For Licensee corporations or Licensee individuals domiciled in the United States this agreement shall be construed in accordance with and governed by the laws of the State of the party originating the dispute. Disputes originated by Uncharted shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles. Disputes originated by the Client shall be construed in accordance with and governed by the laws of the State of Nevada, without regard to conflicts of law principles. All general provisions, software license terms, software rights, limitation of liability, confidentiality, intellectual property, and breach provisions of this Agreement shall be interpreted under the Laws of New York.



7. Publications and Promotion

1. All materials which contain content created with Uncharted GeoTime®, such as screenshots and videos, should include the following acknowledgement: "Uncharted GeoTime® software used courtesy of Uncharted Software Inc. All rights reserved."
2. The Client consents to the use of their organization's name as part of the Uncharted customer list on Uncharted and GeoTime® web sites and company presentations.
8. The Client acknowledges and agrees that use of the Software, including information transmitted to or stored by Uncharted, is governed by its privacy policy in Exhibit C.
9. The parties have required that the Terms of Service and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents que s'y rattachent soient rédigés en anglais.
10. Any notice required to be sent to a party under this Agreement will be in writing, shall be sent by: facsimile; first-class mail return receipt requested; personal delivery; or overnight courier to the Address for Notices given for that party below, and shall be considered delivered upon proof of such delivery. Either party may change its notice address by giving written notice to the other party.

**If to Uncharted:**

Uncharted Software, Inc.  
2 Berkeley Street, Suite 600  
Toronto, ON M5A 4J5  
Canada  
Phone: 416-203-3003  
Fax: 416-203-0646

**If to Client:**

City of Henderson  
Attn: Purchasing  
240 Water Street  
Henderson, NV 89009  
Phone: 702-267-2558  
Fax: 702-267-1702

3. Software Rights

1. Uncharted reserves the right to modify the Software for any reason, without notice at any time.
2. Uncharted reserves the right to provide the software and services to any customer and the Client acknowledges that such software and services are provided on a non-exclusive basis.
3. In the event of a dispute regarding Account ownership, Uncharted reserves the right to request documentation to determine or confirm the Licensee Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc.

4. Limitation of Liability

1. Uncharted's total aggregate liability arising from or relating to this agreement is limited to the total amount of monthly value remaining in the 4-year term as defined in Exhibit B. Penalty can only be invoked in the case of a material breach of the contract by Uncharted.
2. Uncharted shall indemnify, defend and hold harmless Client against any loss, damage or expense incurred by Client as a result of claims, actions, or proceedings brought by any third party alleging infringement by a Uncharted Licensed Product or a Work Product, of copyright, trademark, patent, or other proprietary rights, and against its reasonable attorneys' fees and any money damages or costs awarded in respect of any such claim(s) and any suit arising from any such claim(s); provided, however, that (i) Client shall have given Uncharted prompt written notice of such claim, demand, suit or action; (ii) Client shall cooperate with said defense by complying with Uncharted's reasonable instructions and requests to Client in connection with said defense; and (iii) Uncharted shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. Further, Uncharted shall have no liability for any infringement action or claim that is based upon or arising from the matters described in this paragraph if the applicable Licensed Product or Work Product is modified or altered by a party other than Uncharted or is used for a purpose other than that for which it is intended or as set forth in the appropriate documentation. If a temporary or permanent injunction is obtained against Client's use of the Licensed Product or Work Product as a result of the matters described in this paragraph, Uncharted shall, at its option and expense, either procure for Client the right to continue using the Licensed Product or Work Product or replace or modify the Licensed Product or Work Product or infringing portion thereof so that it no longer infringes the alleged proprietary right. In the event that Uncharted concludes, in its sole discretion, that such procurement, replacement or modification is not reasonably practical, Uncharted may terminate the applicable Exhibit and/or this Agreement without penalty and refund that portion of the Fees attributable to the infringing product, prorated on a monthly basis. Client shall cease all use of a Licensed Product or Work Product for which a refund is given. This paragraph sets forth the exclusive remedy of Client against Uncharted, and Uncharted's exclusive obligation, with respect to any action or claim described herein.
3. Uncharted warrants that it is the owner of the Licensed Products or otherwise has the right and authority to grant the licenses to Client, which is provided for herein. Uncharted represents that for the entire term that the Licensed



- Products will substantially perform in accordance with and as specified in the applicable documentation when operated in the designated environment. Uncharted does not represent that the functions contained in the Licensed Products will meet Client's requirements or that the Licensed Products will operate uninterrupted or error free.
- Uncharted does not warrant that the results that may be obtained from the use of the Software will be accurate or reliable.
- Uncharted does not warrant that the quality of any products, services, information, or other material purchased or obtained by the Client through the Software will meet the Client's expectations, or that any errors in the Software will be corrected.
- The Client's use of the Software is at the Client's sole risk. The Software is provided on an "as is" and "as available" basis.

## **5. Waiver and Complete Agreement**

1. The failure of Uncharted to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between the Client and Uncharted and govern the Client's use of the Service, superseding any prior agreements between the Client and Uncharted (including, but not limited to, any prior versions of the Terms of Service).

## **6. Confidentiality**

1. "Confidential Information" shall mean any proprietary information which is specifically marked as proprietary or confidential and which is disclosed by either party to the other in any form in connection with this Agreement. During the term of this Agreement and for a period of five (5) years after the date of termination of this Agreement or for a period of five (5) years after the termination of use of the Licensed Products, whichever period is longer, each party: (i) shall treat as confidential all Confidential Information provided by the other party; (ii) shall not use such Confidential Information except as expressly permitted under the terms of this Agreement or otherwise previously authorized in writing by the disclosing party; (iii) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care to prevent the disclosure of Confidential Information as it uses to prevent the disclosure of its own confidential information of like importance, and shall in any event use no less than reasonable procedures and a reasonable degree of care.
2. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information that: (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiver; (ii) was known to the receiving party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing party; (v) becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order or otherwise prevent such disclosure and further provided that any such disclosure shall not destroy or diminish the confidential status of such Confidential Information.

## **7. Orders, Fees, and Delivery**

1. Prices are in U.S. Dollars and are fixed for the term of the Agreement.
2. Prices quoted are based upon fulfillment of the entire order. Any changes are subject to a revised quotation. Quotes are valid for 120 days.
3. All software and licenses are fulfilled via electronic download. Physical DVD media is also available for an additional fee.
4. Taxes. Fees do not include any taxes. Client shall be responsible for all applicable taxes, including VAT and regulatory fees of any kind imposed by any government on any deliverable provided under this Agreement, provided, however that Uncharted shall be responsible for all taxes based solely upon Uncharted's income. If Client is exempt from the payment of any such taxes, upon execution of this Agreement, Client must provide Uncharted with a valid tax exemption certificate (or documentation proving exemption acceptable to the taxing jurisdiction); otherwise, absent proof of Client's direct payment of such tax amounts to the applicable taxing authority, Uncharted will invoice Client for and Client will pay to Uncharted all such tax amounts. Client shall indemnify and hold Uncharted harmless in the event any taxing authority seeks to collect any tax, required to be paid by Client pursuant to this section, from Uncharted.



5. Annual maintenance is provided for the term of the Agreement. Customers under maintenance subscription receive new releases of the product that include enhancements, optimizations, and defect fixes. For concurrent (floating) licenses, customer is responsible for providing and maintaining the Windows license server machine and for network connectivity from each user to the GeoTime® license manager server on the Windows license server.
6. Integration services are provided on a fee for service basis.
7. Training beyond what is defined in the signed invoice is provided via web service on a fee per training group basis. On-site training is available for an additional fee.
8. The GeoTime® Call Record Tool (CRT) is a software product of Uncharted which is included in the 4-year Network Bundle & Maintenance Package with the GeoTime® 3D Mapping & Analysis Tool. After completion of the 4-year agreed upon term, the CRT product may be licensed annually and provided co-terminus with GeoTime maintenance. CRT is updated regularly for changes in Telco call detail record formats. Due to constantly changing call detail record formats Uncharted does not warrant that the product is current for a particular specific call detail record at any point in time. The Client should regularly update the software prior to creating reports. The CRT software product expires every four months due to these constantly changing call detail record formats. After expiry, the CRT software product will not function and the Client must perform a new download to again use the product. After the Agreement term has ended, the Client is required to renew GeoTime maintenance and CRT to continue to use the CRT software product in succeeding years.
9. Invoice payment terms: net 30 days.

#### **8. Cancellation and Termination**

1. The Client may cancel their License(s) at any time by emailing [support@geotime.com](mailto:support@geotime.com) and then following the specific instructions indicated to you in Uncharted's response.
2. This Agreement may be terminated by either party upon a breach by the other party of any material term of the Agreement or its Exhibits, which breach is not cured (unless such breach is incapable of cure, such as breach of the restrictions on use and license grant described herein or of any confidentiality agreement between the parties hereto) within thirty (30) days of written notice of the breach. Upon termination for breach, all use and access to the Licensed Products shall cease and Client shall immediately return to Uncharted or destroy all copies of the Licensed Products, together with all documentation and any other Uncharted proprietary information in its possession. Furthermore, Client shall provide Uncharted a certification from an officer of Client that all Licensed Products, documentation, and all copies thereof, have been returned to Uncharted or destroyed in accordance with this Agreement.
3. Upon termination of this Agreement, for any reason including a material breach, all use of licenses shall cease and the licenses shall be returned or destroyed as Uncharted may direct.

#### **9. Miscellaneous**

1. This Agreement, with all Exhibits, is the entire agreement between the parties with respect to its subject matter, and supersedes and replaces any prior agreement between the parties with respect to said subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. Amendments or waivers of any provision of this Agreement or its Exhibits shall be valid only as clearly identified as such, in writing and signed by the parties. No purchase order submitted by Client, even if accepted by Uncharted, shall be deemed to modify any terms of this Agreement, unless Uncharted has expressly stated in writing its intent to do so. No electronic, or 'click-through' terms accepted as part of software installation or upgrades, shall be deemed to modify any terms of this Agreement.

IN WITNESS WHEREOF, the CITY has executed this Contract and caused the seal of said CITY to be affixed hereto, and the CONTRACTOR has executed this Contract, as of the Effective Date.

CITY OF HENDERSON  
CLARK COUNTY, NEVADA

DocuSigned by:

*Laura L. Fucci*  
09E16C7D160041F

4/27/2017

LAURA L. FUCCI  
Chief Information Officer

Date

APPROVED AS TO FORM:

*Josh M. Reid*  
61A04D6A605E41B



JOSH M. REID  
City Attorney

APPROVED AS TO FUNDING:

*Jim McIntosh*  
E6132FE8CDB84AA

JIM MCINTOSH  
Finance Director

UNCHARTED SOFTWARE, INC.  
A Toronto, Ontario, Canada Corporation

DocuSigned by:

*David Jonker*  
E70DB27C62DF450

DAVID JONKER  
Senior Partner

4/27/2017

Date

## Exhibit A

### Licensed Products

1. Uncharted grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the Uncharted products as specified below and provided as a 'bundle':

#### GeoTime® 3D Mapping & Analysis Tool

- The license grant shall be for a (4) year period starting upon the execution of this Agreement
- 2 Concurrent (Floating) Network User Licenses
- GeoTime Offline Map Pack (GOMP) starting with the 2017 Edition
- "Getting Started" online training
- Tutorials, Samples and Product Documentation
- GeoTime for AroGIS Extension
- GeoTime for Excel Add-in
- Maintenance
  - Access to all software bug fixes as they become available for the duration of the Agreement term
  - Access to all new software releases/editions as they become available for the duration of the Agreement term

#### GeoTime® Call Record Tool (CRT)

- The license grant shall be for a (4) year period starting upon the execution of this Agreement
- "Getting Started" online training
- Tutorials, Samples and Product Documentation
- Maintenance
  - Access to all software bug fixes as they become available for the duration of the Agreement term
  - Access to all new software releases/editions as they become available for the duration of the Agreement term
  - Access to all updated Call Detail Record (CDR) forms as they become available for the duration of the Agreement term

#### Support (Combined for both products)

- Telephone/Email Support (8 hours/calendar year for the duration of the Agreement term)

#### 2. Cost

- The cost of the license 'bundle' shall be paid in full
- There will be no additional charges to the Client for anything outside of the agreed upon fees in the Agreement
- The total cost for the 4-Year GeoTime® 3D Mapping & Call Record Tool Network & Maintenance 'Bundle' is \$21,847.00 USD



## Exhibit B

## Fee Refund Table

1. The table in Exhibit B outlines the monthly cost breakdown of the 4-Year GeoTime® 3D Mapping & Call Record Tool Network & Maintenance 'Bundle.' Section 4.1 defines Uncharted's total aggregate liability arising from or relating to this agreement is limited to the total amount of monthly value remaining in the 4-year term. Penalty can only be invoked in the case of a material breach of the contract by Uncharted. Each month of term in this Agreement is valued at \$455.00. For example, if Uncharted breaches the contract causing its termination in August 2019, Uncharted will refund the Client \$8,648 within 30 days of Agreement termination.

		2018			2019			2020		2021	
		Jan 2018	\$17,296	Jan 2019	\$11,834	Jan 2020	\$6,372	Jan 2021	\$910		
2017		Feb 2018	\$16,840	Feb 2019	\$11,379	Feb 2020	\$5,917	Feb 2021	\$455		
		Mar 2018	\$16,385	Mar 2019	\$10,924	Mar 2020	\$5,462	Mar 2021	\$0		
	Apr 2017	Apr 2018	\$15,930	Apr 2019	\$10,468	Apr 2020	\$5,007				
	May 2017	May 2018	\$15,475	May 2019	\$10,013	May 2020	\$4,551				
	June 2017	June 2018	\$15,020	June 2019	\$9,558	June 2020	\$4,096				
	July 2017	July 2018	\$14,565	July 2019	\$9,103	July 2020	\$3,641				
	Aug 2017	Aug 2018	\$14,110	Aug 2019	\$8,648	Aug 2020	\$3,186				
	Sept 2017	Sept 2018	\$13,654	Sept 2019	\$8,193	Sept 2020	\$2,731				
	Oct 2017	Oct 2018	\$13,199	Oct 2019	\$7,737	Oct 2020	\$2,276				
	Nov 2017	Nov 2018	\$12,744	Nov 2019	\$7,282	Nov 2020	\$1,821				
	Dec 2017	Dec 2018	\$12,289	Dec 2019	\$6,827	Dec 2020	\$1,365				

## **Exhibit C**

### **Privacy Policy**

Uncharted™ is committed to respecting your privacy. This Website Privacy Policy describes how and why we collect and use personal information on the GeoTime® website. Uncharted Software Inc. reserves the right to change this privacy statement at any time without notice. You should review this privacy statement from time to time to ensure that you are aware of and accept any changes made. By using our website, you consent to the collection, sharing and use of information as described here.

#### **Personal information**

Personal information is information that may be used to identify you individually, such as your name, title, phone number, email address, and mailing address.

#### **What information we collect**

You can browse our website without providing Uncharted with personal information. However, some activities, such as signing up for mailing lists, may require you to provide personal information.

Uncharted may also collect information through automated data collection tools such as cookies or other information-gathering tools during your visit to our website. These tools collect certain traffic information that your browser sends to our website, including how and when you accessed our website, your IP address, and your browsing behavior. You can choose to not accept cookies through your web browser settings. Please note that choosing to not accept cookies may cause some parts of this site or others to operate improperly.

#### **How we use collected information**

Collection of personal information may be used by Uncharted to communicate with you about our products, events, or news that may be of interest to you as well as to improve our website for visitors. Information may also be retained for future statistical analysis. By using this website, you consent to the collection and use of the information collected as described in this policy. You can have your information removed from a mailing list by clicking the "unsubscribe" link at the bottom of our emails or contacting us at the address below. Uncharted takes reasonable measures to ensure the security of your personal information and will not share your personal information with any third parties, unless required to do so by law.

#### **Other Web Sites**

The GeoTime® website may contain links to other website that are not governed by this privacy policy. These linked sites are not under the control of Uncharted, and we are not responsible for the protection and privacy of any information which you provide while you are visiting external sites.

#### **Questions?**

If you have any questions or suggestions regarding our privacy policy, please contact us at:

Uncharted Software Inc.  
2 Berkeley Street, Suite 600  
Toronto, ON M5A 4J5  
Phone: 416-203-3003  
Fax: 416-203-0646  
Email: [info@geotime.com](mailto:info@geotime.com)





2 Berkeley Street Suite 600 Toronto ON M5A 4J5  
 ☎ 416 203 3003 ☒ 416 203 0645 🌐 www.uncharted software

Invoice # SPG17-043R

February 23<sup>rd</sup> , 2017

## Bill To:

Henderson Police Department  
 Crime & Intelligence Analyst  
 223 Lead Street  
 Henderson, NV 89012

## Ship To:

Henderson Police Department  
 Crime & Intelligence Analyst  
 223 Lead Street  
 Henderson, NV 89012

Attn: Albert Mesa

Email: [albert.mesa@cityofhenderson.com](mailto:albert.mesa@cityofhenderson.com)

Attn: Albert Mesa

Email: [albert.mesa@cityofhenderson.com](mailto:albert.mesa@cityofhenderson.com)

cc: Santana Garcia –

[Santana.Garcia@cityofhenderson.com](mailto:Santana.Garcia@cityofhenderson.com)

cc: Santana Garcia –

[Santana.Garcia@cityofhenderson.com](mailto:Santana.Garcia@cityofhenderson.com)

## For

GeoTime® 3D Mapping/Analysis Tool &amp; Call Record Tool Network Bundle &amp; Maintenance Package

## Period:

April 1st, 2017 – March 31th, 2021

GeoTime® 3D Mapping &amp; Call Record Tool Network Bundle &amp; Maintenance Package includes:

GeoTime® 3D Mapping &amp; Analysis Tool

A 1-year Subscription and Maintenance for 2 Concurrent Floating Network User Licenses and

GeoTime® Online MapPack (GOLP) starting with the 2017 Edition

Price	Quantity	Total
23,346.00	1	\$23,346.00

## Maintenance includes:

- o Access to all software bug fixes as they become available
- o Access to all new software releases/additions as they become available
- o "Getting Started" online training
- o Tutorial, Samples and Product Documentation
- o GeoTime for ArcGIS Extension
- o GeoTime for Excel Add in

GeoTime® Call Record Tool (CRT)

A 1-year Subscription and Maintenance for the GeoTime® Call Record Tool

## Maintenance includes:

- o Access to all software bug fixes as they become available
- o Access to all new software releases as they become available
- o Access to all updated Call Detail Record (CDR) forms as they become available

## Support

Combined for both products

- o Telephone/Email Support (8 hours/call/year for the duration of the Agreement term)

Subtotal	\$23,346.00
	(51,499.00)
<b>Total (USD)</b>	<b>\$21,847.00</b>

Please make all check payments to:

Uncharted Software Inc.  
 2 Berkeley Street, Suite 600  
 Toronto, ON M5A 4J5

For invoice inquiries, please contact [accounting@uncharted software](mailto:accounting@uncharted software) or call us at (416) 203-3003