



215 N Marengo Ave, 2nd floor, Pasadena CA 91101
Phone: 626.229.9191 Fax: 626.204.1671

**CITY CLERK
ORIGINAL**

**C-8270
12/28/2012**

Quoted By: Sadaoghiani, Sheila
Phone Number: [REDACTED]
Date: 29-OCT-2012
Quote Expiration: 15-NOV-2012
Quote Name: Glendale AZ Police Department_
Quote Number: 60469 - 1

Sales Quotation For:

Customer: Daniel Soto
Glendale AZ Police Department
6835 N 57th Dr
(Public Safety Complex)
GLENDALE, MARICOPA, AZ 85301
United States
623-9303146
dsoto@glendaleaz.com

Ship To: Daniel Soto
Glendale AZ Police Department
6835 N 57th Dr
(Public Safety Complex)
GLENDALE, AZ 85301
United States
623-9303146
dsoto@glendaleaz.com

Bill To: Daniel Soto
Glendale AZ Police Department
6835 N 57th Dr
(Public Safety Complex)
GLENDALE, AZ 85301
US
623-9303146
dsoto@glendaleaz.com

End Customer: Daniel Soto
Glendale AZ Police Department
6835 N 57th Dr
(Public Safety Complex)
GLENDALE, AZ 85301
US
623-9303146
dsoto@glendaleaz.com

Line #	Product #	Description	QTY	Price	Extended Price
1 0	131010107	EnCase® Forensic V7	1	2,995 00	2,995 00
1 0 1	311310001	EnCase® Forensic V7 SMS (20% per year for 1 year)	1	599 00	599 00
Subtotal					
				List Price	\$3,594 00
				Selling Price	\$3,594 00
				Shipping & Handling	\$9 36
				Tax	\$0 00
				Taxes as applicable	
				Total(USD)	\$3,603.36



215 N Marengo Ave, 2nd floor, Pasadena CA 91101
Phone 626.229 9191 Fax 626.204 1671

Quoted By: Sadaghiani, Sheila
Phone Number: 6267684749
Date: 29-OCT-2012
Quote Expiration: 15-NOV-2012
Quote Name: Glendale AZ Police Department_
Quote Number: 60469 - 1

Sales Quotation For:

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To the extent You have entered into a mutually-executed written agreement with Guidance (an "Existing Agreement") that is applicable to the products and services quoted to You hereunder, the terms of that Existing Agreement shall govern Your purchase instead of the Terms

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Excluded Products and Services: The purchase of EnCase eDiscovery and EnCase Cybersecurity products and Professional Services (other than for Installation and Implementation Services) requires that the parties mutually execute a written agreement for such purchase

For convenience, Guidance accepts electronic payment Please contact us for wiring instructions Tax, international duties, customs and other fees are to be paid by you

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1.2 "Effective Date" means the date that Customer's applicable purchase order for the purchase of any particular Licensed Product is accepted by Guidance as evidenced by Guidance's counter-signature of such purchase order.

1.3 "Customer" or "you" means the party to whom the Licensed Product are licensed hereto pursuant to a purchase order accepted by Guidance.

1.4 "Guidance" means Guidance Software, Inc.

1.5 "Licensed Product" means Guidance's proprietary computer program(s) in object code form (including any accompanying Documentation, manuals, Upgrades, Releases, embedded third party computer program(s), databases, enhancements, and instructions, delivered to Customer and any copies thereof pursuant to this Agreement). Licensed Product shall include EnCase® Forensic, and the single dongle hardware key with which this Agreement is included or remotely re-programmed by Guidance, and any updates or maintenance release thereto that Guidance may provide to you.

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3.4 Transfer You may not transfer the Licensed Product to a third party, or sell the computer on which the Licensed Product is installed to a third party, without written

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3.6 Confidentiality Guidance may furnish Customer with its (or its third party vendor's or licensor's) proprietary or confidential information ("Confidential Information") in connection with the provision of Licensed Product and support. Customer shall protect such Confidential Information of Guidance to the same degree it protects its own Confidential Information, but with no less than a reasonable degree of care. Licensed Product licensed hereunder shall also be considered Confidential Information of Guidance and, except as specifically permitted herein, shall not be disclosed to any third party.

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As part of your licensing of the Licensed Product, you purchased one, two, or three years of Software Maintenance Support ("SMS"). For the applicable time period purchased, you will receive (a) telephone and email support, (b) updates (e.g., version 7.01 to version 7.05), if any, of version 7 of the Licensed Product, and (c) any major releases of the Licensed Product (e.g., version 7 to version 8), and subsequent updates, if any, of such release, during such applicable time period. The initial SMS term shall commence on the effective date of your purchase and remain in effect for the time period specified in the applicable purchase document. If one (1) year of SMS has been purchased, the SMS fee for that year is twenty percent (20%) of the license's single payment amount, and the term of SMS expires on the date one (1) year from the effective date of your purchase. If two (2) years of SMS have been purchased, the SMS fee for each year is eighteen percent (18%) of the license's single payment amount, payment for all two (2) years is due immediately, and the term of SMS expires on the date two (2) years from the effective date of your purchase. If three (3) years of SMS have been purchased, the SMS fee for each year is sixteen percent (16%) of the license's single payment amount, payment for all three (3) years is due immediately, and the term of SMS expires on the date three (3) years from the effective date of your purchase. At your election, subsequent SMS terms may be agreed upon by the parties, under the then-current Guidance SMS program, provided that: (i) you have timely paid applicable fees for any Guidance products or services, (ii) Guidance continues to offer SMS to its customers generally for the Licensed Product, and (iii) you are in compliance with its obligations hereunder. Guidance shall make commercially reasonable efforts to provide Customer with written notice of the fee for the next subsequent SMS term not less than sixty (60) days prior to the applicable renewal date. Guidance may increase its SMS fees for subsequent SMS terms, but the amount of any such increase shall not exceed (x) if the immediately preceding SMS term was one (1) year, three percent (3%) of the fee for the immediately preceding SMS term, (y) if the immediately preceding SMS term was two (2) years, six percent (6%) of the fee for the immediately preceding SMS term, or (z) if the immediately preceding SMS term was three (3) years, nine percent (9%) of the fee for the immediately preceding SMS term. Failure to make timely payment of any SMS fee shall not constitute a waiver by Guidance of such fee, the obligation to make such payment, or a valid termination of Support. Guidance reserves the right to refuse to provide SMS while any accrued SMS fees or other fees remain unpaid. Without prejudice to the foregoing, SMS shall automatically terminate on the date of termination of this Agreement.

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9. No Conflict of Interest

You acknowledge that your use of the Licensed Product does not create a conflict of interest because an adverse party to you in a legal or administrative matter also uses Guidance Software, Inc. products or services.

10. U.S. Government Users

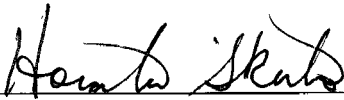
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civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212, or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7203-3 (JUN 1995).

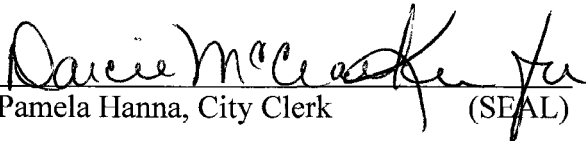
11. General Provisions

This Agreement sets forth Guidance's and its Representatives' entire liability and your exclusive remedy with respect to the Licensed Product. You acknowledge that this Agreement is a complete statement of the agreement between you and Guidance, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions regarding the Licensed Product or any related services. This Agreement does not limit any rights that Guidance may have under trade secret, copyright, patent, or other laws. The Representatives of Guidance are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Guidance, other than in writing signed by an officer of Guidance. Accordingly, such additional statements are not binding on Guidance and you should not rely upon such statements. In consideration of the license(s) granted hereunder, you authorize Guidance to refer to you as a Guidance customer in sales presentations, case studies, press releases and other marketing vehicles, including without limitation in published customer lists and on Guidance's website. If any provision of this Agreement is invalid or unenforceable under applicable law, then it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. The validity and performance of this Agreement shall be governed by California law (without regard to its choice of law principles), except as to copyright and trademark matters, which are covered by federal laws. The parties specifically exclude the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is deemed entered into at Los Angeles, California, and shall be construed as to its fair meaning and not strictly for or against either party. The parties hereby agree and consent that all disputes related to the Licensed Product and Customer's purchase shall be exclusively decided by an arbitrator located in Los Angeles, California, whose decision shall be final and binding on both parties.

CITY OF GLENDALE, an Arizona
municipal corporation


Horiatio Skeete, Acting City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Craig Tindall, City Attorney