



Customer # 1007083860
 Quote Number 00112262
 Expiration Date 12/16/2013
 Created Date 9/12/2013

**CITY CLERK
 ORIGINAL**

7915 FM 1960 West, Suite #300
 Houston, TX 77070
 Phone 801-377-5410
 Fax 888-203-1408
 www.accessdata.com

**C-8265-1
 12/17/2013**

Approval
 Signature _____

Bill To Name Daniel Soto
 Bill to Company Glendale PD
 Bill To 6835 North 57th Drive
 Glendale, Arizona 85301
 US

Ship To Name Daniel Soto
 Ship to Company Glendale PD
 Ship To 6830 North 57th Drive
 Glendale, Arizona 85301
 US

Product Code	Product	Quantity	Sales Price	Total Price
901225	Mobile Phone Examiner Plus Software SMS -Renewal	1.00	USD 840.00	USD 840.00

Description	Dongle #2350145 1/1/2014-12/31/2014	SubTotal	USD 840.00
		Shipping and Handling	USD 0.00
		Tax	USD 71.40
		Final Amount	USD 911.40

Wire Transfer Information,
 Silicon Valley Bank
 3003 Tasman Dr
 Santa Clara, CA 95054
 Routing# 121140399
 Acct# 3300772341
 Swift Code SVBKUS6S

Any balance not paid within
 the terms stated will be
 subject to an 18% annual
 finance charge, at 1 5% per
 month

Make checks payable to
 AccessData Group Inc
 Tax ID 27-2851671

Amounts are in US dollars

*****TRAINING CLASS CANCELLATION POLICY*****

Cancellations made ten (10) or more business days PRIOR to a scheduled class can be rescheduled at no additional charge
 Cancellations made less than ten (10) business days PRIOR to a scheduled class can be rescheduled for a 20% processing fee Refund requests can be made less a 20% processing fee. If a student fails to attend a class as registered, they forfeit their purchase price in full
 Material taught in training courses may be critical for completion of ACE Program requirements Students that do not attend at least eighty percent (80%) of course instruction time will not receive a Certificate of Completion A student may not miss more than five (5) hours of a three (3) day course All Access Pass Holders failing to attend two (2) training events without proper cancellation notice will forfeit their All Access Pass

*****ACCESSDATA SOFTWARE RETURN POLICY*****

AccessData offers a 30-day return policy on all software products The following procedures apply to your return 1 You must contact AccessData's Customer Support Team by telephone, fax or email within 30 days of the product ship date to notify them of your intent to return your product 2 A 10% restocking fee (excluding taxes and shipping) will apply to all returns 3 AccessData will issue you the appropriate refund upon receipt of the returned product(s) The original payment method will be used for the refund (i e credit card, check, etc) 4 The product must be returned unused to qualify for a refund, including all cables, manuals, software, dongles, and original packaging. 5. Your refund amount is calculated by taking the original purchase price (including any discounts) less the restocking fee Refunds are not issued for shipping charges 6 To initiate a return, the following contact information should be used AccessData Sales, 384 South 400 West, Suite 200, Lindon, UT 84042 Phone 801 377 5410, Fax 801 377 5426, Email sales@accessdata.com

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GOVERNING LAW. This EULA shall be construed and governed in accordance with the laws of the State of Utah without regard to provisions relating to conflicts of laws. Any dispute arising out of or with respect to this EULA between Licensee and Licensor shall be solely adjudicated by the competent Federal or State court situated in Salt Lake City, Utah. Licensee and Licensor consent to the venue and jurisdiction of such court for purposes of any such dispute. Each Party hereby waives any right to a jury trial in any dispute between them. The Parties agree that the United Nations convention on the international sale of goods shall not apply to this EULA. Licensee agrees to abide by the terms of any international, national, or local laws and regulations that apply to Licensee's use of the Software including, without limitation, laws respecting data privacy and individually identifiable information.

SEVERABILITY. Should any court of competent jurisdiction declare any term of this EULA void or unenforceable, such declaration shall have no effect on the remaining terms hereof.

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ENTIRE AGREEMENT. This EULA contains the entire understanding of the parties relating to the subject matter contained herein and supersedes all prior agreements and understandings, written or oral, relating to the subject matter hereof. This EULA may not be modified or amended except by written agreement signed by both parties.

ADDENDUM

Access Data (“Contractor”) further agrees as follows:

I. Immigration Law Compliance.

- A. Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A), which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale (“City”) retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours at an off-site location and will cooperate with City in exercise of its statutory duties and not deny access to applicable papers or records for the purposes of enforcement of this Section I.
- E. Contractor agrees use its best efforts to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and to use its best efforts to expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to use its best efforts to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Contractor’s warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

II. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

III. Choice of Law. Contractor acknowledges and agrees that this contract is governed by Arizona law, and that the forum for any dispute involving this contract is Maricopa County, Arizona.

IV. Conflict with Terms and Conditions. In the event of any conflict between the Terms and Conditions between Contractor and City, the provisions of this Addendum will govern.

[SIGNATURES ON NEXT PAGE]

DocuSigned by

~~291493BF91464BD~~
Contractor

12/10/2013
Date

CITY OF GLENDALE, an Arizona
municipal corporation



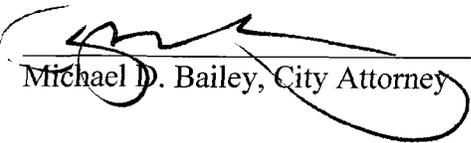
Brenda S. Fischer, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney