

**CITY CLERK  
ORIGINAL**

**C-8270-1  
10/09/2014**



**Maintenance Support Renewal Program - Quote**

PAGE 1 of 1

Service Contract Number SC2006016-R16-JUL-14  
Quote Date 28-Jul-2014  
Terms NET 30  
Customer Name Glendale AZ Police Department  
Party Number 138772

1055 E Colorado Blvd Pasadena, CA 91106-2375  
Phone. 626 229.9191 Fax: 626.204 1671

**BILL TO:**  
Glendale AZ Police Department  
Daniel Soto  
6835 N 57th Dr (Public Safety Complex)  
GLENDALE AZ 85301  
United States of America

**SHIP TO:**  
Glendale AZ Police Department  
6835 N 57th Dr (Public Safety Complex)  
GLENDALE AZ 85301  
United States of America

Modules Covered By Plan	Start Date	End Date	Maint Charge
EnCase® Forensic SMS 3 years 29-NOV-2014 28-NOV-2017	29-Nov-2014	28-Nov-2017	1,480 73
V7 EnCase® Forensic (+EDS) Codemeter Time Security Key	G2002023831		
V7 EnCase® Processor (+EDS) Electronic Time Security Key	X100008031591		
From 29-Nov-2014 To 28-Nov-2017	Annual Renewal every November 28		
	Total Annual Cost of Plan		1,480 73
	Total Months Covered		36
	Tax		0 00
	<b>Total Cost</b>		<b>\$1,480 73 USD</b>

NOTE For credit card, wire payment or PO information, please contact Luther Young referencing the above Service Contract Number

Direct Contact Info luther.young@guidancesoftware.com

Fax # 415-962-5973

Phone # 615-523-5495

Please make check payable to

Guidance Software, Inc  
23741 Network Place, Chicago, IL 60673-1213  
Phone 626-229-9191 Fax 626-229-9199

- Include on Check or PO the Service Contract Number & Customer Name
- Return Renewal Quote Copy with Payment
- Subscriptions are Non-Refundable



EnCase® Forensic Version 7 is furnished under this license agreement (this "Agreement") and may be used only in accordance with the terms of this Agreement. Guidance Software, EnCase® and EnScript® are registered trademarks of Guidance Software, Inc. in the United States and other jurisdictions. All Rights Reserved.

### 1. Definitions

**1.1 "Agreement"** means these Guidance Software License and Maintenance Terms and Conditions, and if applicable, any relevant purchase order, quote, pre-existing agreement, Standard Support Policy, any Supplemental Terms and Conditions found at <http://www.guidancesoftware.com/corporate/EnCaseLicenseAgreement.aspx> applicable to Customer's purchase of the Licensed Products hereunder, and/or Professional Services Agreement (and any attached statement of work) executed by Guidance and Customer and incorporated into this Agreement.

**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.

### 2. License and Certain Restrictions

This Agreement applies to both the evaluation and full versions of the Licensed Product. Do not use the Licensed Product until you have carefully read the following Agreement. This Agreement sets forth the terms and conditions for licensing of the Licensed Product from Guidance to you, and installing the Licensed Product indicates that you have read and understand this Agreement and accept its terms and conditions. If you do not agree with this Agreement, promptly return the Licensed Product and accompanying items to Guidance within ten (10) days of purchase for a full refund with receipt. Absent such return, the Licensed Product will be deemed accepted by you upon shipment. You are responsible for paying all applicable taxes, except for taxes related to the income of Guidance.

### 3. Non-Exclusive License

**3.1. Authorized Use** You are granted a limited non-exclusive license to use a copy of the enclosed Licensed Product on the computer(s) used by a single individual. By your use of the Licensed Product pursuant to this Agreement, you recognize and acknowledge Guidance's proprietary rights in the Licensed Product. You may not distribute the Licensed Product, including any demonstration version of the Licensed Product, to third parties without the written authorization from Guidance. You may make additional backup copies of the Licensed Product for your own use, as long as only one copy may be used at any one time.

**3.2. Copies.** The Customer may make one archival or back-up copy of the software licensed hereunder, provided that such copy is not used simultaneously or concurrently with the original software, and only if Guidance and Guidance's vendors' copyright and proprietary notices on the software are included on such copy. The Customer may not copy the printed materials, if any, accompanying the Licensed Product, or print multiple copies of any user documentation. No copies or duplicates of the dongle hardware key may be made.

**3.3 Restrictions** Applicable copyright laws protect the Licensed Product in its entirety. The Licensed Product contains Guidance trade secrets, and thus you may not decompile, reverse engineer, disassemble, or otherwise reduce the Licensed Product to human-perceivable form or disable any functionality that limits the use of the Licensed Product. You may not modify, adapt, translate, rent, sublicense, assign, loan, resell for profit, distribute, or network the Licensed Product, disk, or related materials or create derivative works based upon the Licensed Product or any part thereof. You may not publicly display the Licensed Product or provide technical training or instruction for monetary compensation or other consideration in any form. Your license is automatically terminated if you take any of the actions prohibited by the paragraph.

**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

consent from Guidance and written acceptance of the terms of this Agreement by the transferee. If you transfer the Licensed Product with the written consent of Guidance, you must transfer all computer programs and documentation and erase any copies residing on computer equipment. Your license is automatically terminated if you transfer the Licensed Product without the written consent of Guidance. You are to ensure that the Licensed Product is not made available in any form to anyone not subject to this Agreement. A transfer fee of \$150 will be charged to transfer the Licensed Product (not applicable to transfers associated with orders from VARs, distributors, or resellers or intra-company transfers).

**3.5 Ownership and Proprietary Rights:** Title, ownership of, and all rights in patents, copyrights, trade secrets, trade dress, and all other proprietary rights in all Licensed Product does not transfer to Customer and shall remain in Guidance and/or Guidance's third party vendors and licensors.

**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.

### 4. Support

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.

### 5. EnScript® Macros WARNING

EnScript® Macros are executable files and thus should be treated with the same caution as any other executable file received from a third party over the Internet or by other means. Like other executable files, it is possible to intentionally write EnScript® Macros with malicious code or to embed viruses within the code of an EnScript® Macro. It is thus imperative that you identify and trust the source from which you receive an EnScript® Macro. As with any other file, EnScript® Macros received from third parties should be screened for viruses.

## 6. Disclaimer of Warranties

EXCEPT AS PROVIDED ABOVE, THIS LICENSED PRODUCT AND ANY RELATED SERVICES ARE PROVIDED AS-IS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GUIDANCE DISCLAIMS ALL OTHER REPRESENTATION AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS LICENSED PRODUCT, DISKETTE, RELATED MATERIALS AND ANY SERVICES, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, TITLE OR THEIR NON-INFRINGEMENT. GUIDANCE DOES NOT WARRANT THAT THE LICENSED PRODUCT IS FREE FROM BUGS, ERRORS, OR OTHER LICENSED PRODUCT LIMITATIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU IN THAT EVENT. ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF PURCHASE OF THE LICENSED PRODUCT. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS AS WELL, WHICH VARY FROM STATE TO STATE, AND COUNTRY TO COUNTRY.

## 7. Limitation of Liability and Damages

THE ENTIRE LIABILITY OF GUIDANCE AND ITS REPRESENTATIVES (AS DEFINED BELOW) FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE LICENSED PRODUCT AND RELATED SERVICES PURCHASED FROM GUIDANCE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GUIDANCE AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE, OR ANY DAMAGES CAUSED BY THE TORTIOUS OR CRIMINAL ACTS OR OMISSIONS OF CUSTOMER OR CUSTOMER'S AGENTS, OR OTHER ACTS OR OMISSIONS CONSTITUTING A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF GUIDANCE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. GUIDANCE WILL NOT BE SUBJECT TO LIABILITY FOR ANY BUGS OR DAMAGES CAUSED BY EnSCRIPT® MACROS, INCLUDING EnSCRIPT® MACROS INTENTIONALLY WRITTEN BY THIRD PARTIES WITH MALICIOUS CODE AND/OR COMPUTER VIRUSES. SOME STATES DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GUIDANCE AND YOU. GUIDANCE WOULD NOT BE ABLE TO HAVE PROVIDED THIS LICENSED PRODUCT WITHOUT SUCH LIMITATIONS.

## 8. Export Restrictions

You acknowledge that the Licensed Product is subject to export and import control laws of the United States of America and other countries. You agree that Licensed Product will be exported, re-exported or resold only in compliance with such laws. You represent and warrant that the Licensed Product shall not be used for any nuclear, chemical/biological warfare, missile end-use or training related thereto. You also agree that it will not, without first procuring a BIS license or License Exception, (a) re-export or release the above Licensed Product to a national of a country in Country Code D 1 or E 2, nor (b) export to Country Groups D 1 or E 2 the direct product of the Licensed Product, if such foreign produced product is subject to national security controls as identified on the Commerce Control List (See General Prohibition Three Sec 736.2(b)(3) of the Export Administration Regulations).

## 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

The Licensed Product and accompanying documentation are "Commercial Items" and "Commercial software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of

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.

## ADDENDUM

Guidance Software, Inc. ("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 request copies of Contractor's records relating to this Agreement (and with all third party or otherwise confidential information appropriately redacted) by giving prior thirty (30) day notice to Contractor, and upon Contractor's receipt of such request of the City, Contractor shall electronically deliver to City copies of papers and records demonstrating continued compliance with the warranty under, subsection (A) above, provided that such record reviews shall take place no more often than once every calendar year and at City's sole expense. Contractor agrees to keep papers and records available for inspection by the City and will cooperate with City in exercise of its statutory duties and not deny access to its applicable papers or records for the purposes of enforcement of this **Paragraph I**.
- E. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees 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 **Paragraph 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.

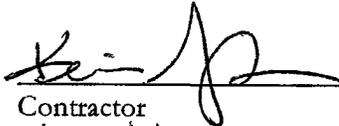
**II. Conflicts.** The EnCase Forensic License Agreement (the “Agreement”) between the parties is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

**III. Intentionally Omitted.**

**IV. Entire Agreement.** The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum. This **Paragraph IV** explicitly supersedes and replaces the conflicting language in the “**General Provisions**” paragraph of the Agreement.

**V. Addendum and Agreement Conflict.** In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

[SIGNATURES ON NEXT PAGE]

  
Contractor  
Kevin Johnson

Guidance Software, Inc.  
Pasadena  
City

10-1-14  
Date

\_\_\_\_\_  
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