



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:

This quote and the Terms (as defined below) applicable to this quote, constitutes an offer by Guidance Software, Inc ("Guidance") to license or provide Customer ("You") certain products, services or training, provided You agree to accept the applicable terms and conditions for Your license and/or purchase as set forth at <http://www.guidancesoftware.com/corporate/EnCaseLicenseAgreement.aspx> ("Terms") The Terms are incorporated by reference and made a part of this quote.

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

To accept this offer. You must submit a purchase order which must either (i) reference this quote number or the date of the applicable Existing Agreement, if applicable, and/or (ii) be otherwise acceptable by Guidance Unless otherwise agreed to in writing by Guidance, any terms or conditions in any quotation, purchase order or other communication that you submit to Guidance regarding this transaction other than the Terms incorporated by reference herein, are hereby rejected by Guidance If Your purchase order in response to this quote contains additional terms, Guidance's delivery of products and services in response thereto is confirmation of the Terms incorporated herein and not acceptance of Your purchase order terms, which are hereby expressly rejected by Guidance In the event a Guidance product contains a "click to accept" agreement upon delivery or installation, you agree that such "click to accept" agreement shall govern your purchase and use of the Guidance products and services, unless that agreement conflicts with any Existing Agreement between Guidance and You, in which case, such Existing Agreement shall govern

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

Certain *EnCase*® products are delivered electronically to the end-user's email address (including but not limited to, Pro-Suite, EDS, VFS, PDE and/or PLSP) If this quotation includes any of these items, please be certain to provide Guidance with the appropriate delivery email address, to ensure proper delivery

Authorized Resellers and Distributors Authorized resellers and distributors acknowledge and agree to provide end customers with the legal terms and conditions applicable to such end customer's licensing or purchase



LICENSE AND MAINTENANCE TERMS AND CONDITIONS FOR ENCASE® FORENSIC

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 to, 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

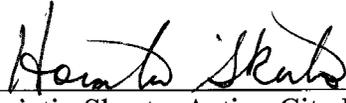
The Licensed Product and accompanying documentation are "Commercial Items" and "Commercial software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of

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

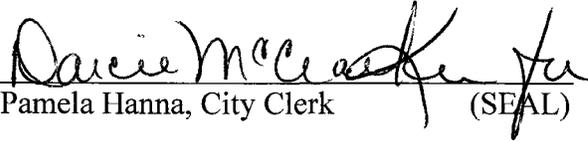
This Agreement sets forth Guidance's and its Representatives' entire liability and your exclusive remedy with respect to the Licensed Product. You acknowledge that this Agreement is a complete statement of the agreement between you and Guidance, and that there are no other prior or contemporaneous understandings, 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.

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