



Q-347712 - USD 11,820.00

# Quotation

**Address:**  
Magnet Forensics, LLC  
931 Monroe Drive NE  
Suite A102-340  
Atlanta, Georgia 30308  
United States

**Phone:** 519-342-0195  
**E-Mail:** sales@magnetforensics.com

**Quote #:** Q-347712-1  
**Issue Date:** 7 Oct, 2024  
**Expires On:** 1 Nov, 2024

**Bill To**  
James Roy  
Galveston County Sheriff's Office (TX)  
601 54th St  
Galveston, TX 77551  
US  
14097662594  
james.a.roy@co.galveston.tx.us

**Ship To**  
James Roy  
Galveston County Sheriff's Office (TX)  
601 54th St  
Galveston, Texas 77551  
United States  
14097662594  
james.a.roy@co.galveston.tx.us

**End User**  
James Roy  
Galveston County Sheriff's Office (TX)  
601 54th St  
Galveston Texas 77551  
United States  
14097662594  
james.a.roy@co.galveston.tx.us

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Laura Hertzberger	+1 226-499-8909	laura.hertzberger@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-ES	GrayKey License - Essentials Unlimited Consent and BFU Extractions. 30 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 30  Renewal for Serial Numbers: 16ffacd5d4511d06	3 Nov, 2024 to 2 Nov, 2025	USD 11,820.00	1	USD 11,820.00

Sub-Total USD 11,820.00  
Taxes USD 0.00  
**Grand Total USD 11,820.00**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

**Terms & Conditions**

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

**EULA Attached**

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Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature:



Date:

10 / 14 / 24

Name (Print):

Mark Henry

Title:

County Judge

Please sign and email to Laura Hertzberger at [laura.hertzberger@magnetforensics.com](mailto:laura.hertzberger@magnetforensics.com)

GRAYSHIFT, LLC

END USER LICENSE TERMS

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2. **LICENSE GRANT.** Subject to the terms of this Agreement and for the consideration specified in the Order (defined below), Grayshift, LLC ("Grayshift") hereby grants to you ("Licensee" or "You") a limited, revocable, nontransferable, non-assignable, non-sublicensable, non-exclusive license to use and allow Authorized Users to use the Software, in object code form, solely as such Software is embedded in proprietary equipment provided herewith ("Product") and solely for purposes of accessing mobile devices ("Devices") in your possession or control. You may only use the Product at the authorized physical locations (the "Authorized Locations") specified in your online order (the "Order") or that you have otherwise registered with Grayshift and you acknowledge and agree that in order for the Product to function properly in online mode, you must be connected to the Internet. When you are using the Product in offline mode, you do not need to be connected to the Internet. Grayshift may use certain third-party monitoring tools to ensure that you are in compliance with the foregoing restrictions, which such tools may be subject to Third Party Components terms as further described herein. For purposes of this Agreement, "Authorized Users" means collectively, employees, agents, or contractors of Licensee accessing or using the Product.

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5. **FEES.** Licensee shall pay the license fees set forth in the relevant Purchase Order for the Software and Product. Licensee will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Grayshift's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Licensee will make all required payments to Grayshift free and clear of, and without reduction for, any withholding taxes. Any portion of any amount payable

hereunder that is not paid when due will accrue interest under the Texas Prompt Payment Act, Tex. Gov't Code Ch. 2251.

6. **SUPPORT.** Grayshift will provide support services (including updates and upgrades) for the Software as specified in the Order and in accordance with the support terms located at <https://grayshift.com>,

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11.1. For the purposes of this Agreement, "Confidential Information" means any proprietary, trade secret, financial, technical and non-technical information related to Grayshift's business and current, future and proposed products and services and any derivatives therefrom containing, including, referring to, or otherwise reflecting and/or generated from such Confidential Information and which is marked in writing by Grayshift as "Confidential". Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, contents, features, functions and solutions of Grayshift's software or product offerings (including the Product and the Software), and user manuals (including the Product User's Manual); (ii) information related to Grayshift's research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans; and (iii) any copies, photographs, or other reproductions of the foregoing.

11.2. Confidential Information shall not include any information that is (i) already known to the Receiving Party at

the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party; (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not having a confidential relationship with Grayshift that rightfully acquired such information; or (iv) communicated to a third party by the Receiving Party with Grayshift's express written consent.

11.3. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the Receiving Party promptly notifies Grayshift in writing, if notification is permitted by law, and uses commercially reasonable efforts to assist Grayshift, at Grayshift's expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

11.4. The Receiving Party acknowledges and agrees that due to the unique nature of Grayshift's Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 11, that any such breach will cause irreparable and continuing damage to Grayshift and, therefore, that upon any such breach or any threat thereof, Grayshift shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

12. **TERM AND TERMINATION.** This Agreement shall continue until terminated as set forth herein. Notwithstanding the foregoing, the license to any Product is only during the license term applicable to such Product. The license term shall be determined in the Order. Grayshift may also revoke such license and/or terminate this Agreement immediately without refund or reimbursement if Licensee violates any provision of this Agreement. Any termination of this Agreement shall terminate the licenses granted hereunder. All Confidential Information, Products, Software and/or derivatives therefrom delivered pursuant to this Agreement shall be and remain the property of the Grayshift, and upon expiration or termination of this Agreement for any reason, Licensee shall destroy (or return, at Grayshift's election) (i) the Product; (ii) all hardware that contains copies of the Software; (iii) all materials in the possession of Licensee in any medium that contain, refer to, or relate to all other written, printed, or tangible materials containing Confidential Information; and (iv) any derivatives therefrom, and shall so certify to Grayshift that such actions have occurred. No such material shall be retained or used by the Receiving Party in any form or for any reason.

Except for the license and except as otherwise expressly provided herein, the terms of this Agreement, including the Confidentiality and Non-Disclosure obligations in Section 11 hereto, shall survive expiration and termination. Notwithstanding any other provision of this Agreement, the obligations of the parties as to Confidential Information shall remain binding in perpetuity until such information no longer qualifies as Confidential Information or until Grayshift sends the Receiving Party written notice releasing the Receiving Party from its obligations under Section 11 hereto, whichever occurs first.

13. **RESERVED.**

14. **GOVERNMENT USE.** If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Product or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Product and documentation is a "commercial item", "commercial computer software" and "commercial computer software documentation." The use of the Product and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto.

15. **EXPORT CONTROLS.** Licensee shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Licensee will not export, or allow the export or re-export, of the Product in violation of any such laws, restrictions or regulations.

16. **MISCELLANEOUS.** This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Grayshift to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Grayshift's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned, sublicensed, or transferred for any reason whatsoever.

(including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Grayshift's consent and any action or conduct in violation of the foregoing shall be void and without effect. This Agreement shall be governed by and construed under the laws of the State of Texas, U.S.A. without regard to the conflicts of laws provisions thereof, and

without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the state courts in Galveston County, Texas; Grayshift hereby agrees to service of process in accordance with the rules of such court.

GRAYSHIFT

AGENCY: Galveston County

DocuSigned by:  
Signature: Mark Snell  
Name: Mark Snell  
Title: Chief Financial Officer  
Date: 12/9/2021

Signature: Mark Henry  
Name: Mark Henry  
Title: County Judge  
Date: 12/27/2021