

July 1, 2018

Dear valued Customer:

**Re: Reorganization of Guidance Inc. effective July 1, 2018 (the "Reorganization")**

Please be advised that Open Text Corporation has recently completed a reorganization of certain of its subsidiaries. This reorganization includes the transfer as a going concern of the business of GUIDANCE Software Inc. ("GUIDANCE"), EIN # 95-4661210 to OpenText Inc. (a Delaware corporation, EIN # 46-0525483), effective July 1, 2018. Following this Reorganization, all the rights and obligations of GUIDANCE will become the rights and obligations of Open Text Inc. including but not limited to all contractual and customer related credit matters.

As of the date of this letter, the address for sending any notice to GUIDANCE under any agreement between you and GUIDANCE is changed. Notices should be sent to Open Text Inc., attention General Counsel, 275 Frank Tompa Drive, Waterloo, Ontario CANADA, N2L 0A1 with a copy to Open Text Inc., 2950 South Delaware Street, Suite 400, San Mateo, CA 94403. **Please DO NOT send payments to these addresses.**

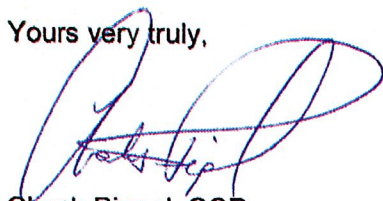
Please refer to the attached Form W-9 and Supplier Profile for particulars concerning the EIN/TIN number for Open Text Inc., as well as **contact and remittance information**, to update the vendor information on your internal systems.

Furthermore, please note **Open Text Inc. is registered to collect Sales and Use Tax in multiple US states**, consequently invoices issued post-Merger may include taxes that perhaps would not have been invoiced previously prior to the aforementioned Reorganization. If your organization is a tax exempt entity, please provide a valid exemption certificate addressed to Open Text Inc. to the following e-mail alias **USindirect\_tax@opentext.com**

Should you have any questions or concerns, please feel free to contact the accounts receivable department at [accounts.receivable@opentext.com](mailto:accounts.receivable@opentext.com).

We value your continued patronage.

Yours very truly,



Chuck Riopel, CCP  
Senior Manager, Accounts Receivable  
Open Text Corporation

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Open Text Inc  
 2950 S Delaware Street  
 Bay Meadows Station 3 Building  
 San Mateo CA 94403  
 USA

**Bill To:**

Jose R. Pena  
 Webb County Sheriffs Office - 10431203  
 1110 Washington St. Ste. #101  
 Laredo, TX, 78040  
 United States

**Renewal Notice**

Date: 8/14/18  
 Reference Number: RC384154  
 Contract Number: G-SC2008063  
 Maintenance Term Start Date: 9/26/18  
 Maintenance Term Expiration Date: 9/25/21  
 Quote Expires: 9/25/18  
 Payment Terms: Net 30  
 Previous PO Number: 15-0007927

**Ship To:**

Webb County Sheriffs Office - 10431204  
 902 Victoria ST  
 Laredo, TX, 78040-4456  
 United States

**End User Information:**

Webb County Sheriffs Office - 10431204  
 902 Victoria ST  
 Laredo, TX, 78040-4456  
 United States

| QTY | PRODUCT   | AMOUNT     |
|-----|---|------------|
| 1   | EnCase Forensic (+EDS) Codemeter Time Security Key Maintenance<br>09/26/18 to 09/25/21<br>Unique #: 06940-12552 Unique Name: G2002040674  | 1000046095 |
| 1   | EnCase Processor (+EDS) Codemeter Time Security Key Maintenance<br>09/26/18 to 09/25/21<br>Unique #: 92849-12435 Unique Name: G2002052181 | 1000046150 |
| 1   | EnCase Portable (+EDS) Codemeter Time Security Key Maintenance<br>09/26/18 to 09/25/21<br>Unique #: 96131-12440 Unique Name: C1002042764  | 1000046138 |

Send Payments To:  
 OpenText Inc.  
 24685 Network Place  
 Chicago, IL  
 60673-1246  
 US

Banking Information:  
 JPMorgan Chase  
 Bank Account: 802909309  
 Swift: CHASUS33  
 PlusGiro: 071000013

|          |              |
|----------|--------------|
| Subtotal | 1,171.29 USD |
| Tax      | 96.63 USD    |
| Total    | 1,267.92 USD |

Taxes are subject to change

**Pay Online by Credit Card or Upload a Purchase Order:**

<https://support.opentext.com/rr-RC384154-117129>

Direct All Inquiries to:  
 Arcelia Jimenez Huerta @ 519-888-7111 x 2654 or supportrenewals@opentext.com or Fax:  
 Please reference #RC384154



## Renewal Notice

Reference Number:

RC384154

**By accepting this Renewal Notice you authorize OpenText to invoice you for this support renewal. Should you wish to accept this Renewal Notice through your signature, please sign and email this Renewal Notice to supportrenewals@opentext.com or fax to**

By signing this Renewal Notice or accepting it by email or by issuing a purchase order for the amount set forth above, without introducing changes to the terms, to renew the Support Services or by paying such amount you have entered into a valid agreement for the provision of Support Services on the terms and fees set out herein. You, (i) confirm that you have read, understood and agree to the terms and conditions accompanying this Renewal Notice; and (ii) warrant that you have the authority to bind the End User (Customer) identified above to the details of this Renewal Notice and that no further steps, approvals or authorisations are required to be obtained. OpenText is authorised to issue an invoice for the amounts specified in this Renewal Notice. In the event you require a purchase order or any other document to be issued in order to renew the Support Services, you acknowledge and agree that any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or OpenText acknowledges or issues an invoice to Customer after receiving the purchase order.

|                                       |  |
|---------------------------------------|--|
| <b>Authorized Signature:</b><br>_____ | <b>Bill To Address (if different from above):</b><br>_____ |
| <b>Name (printed):</b><br>_____       | <b>Date:</b><br>_____                                      |
| <b>Email Address:</b><br>_____        | <b>Title:</b><br>_____                                     |

## Terms and Conditions

- Open Text Corporation or one its affiliates ("OpenText") agrees to supply, and Customer agrees to buy, Software Maintenance and Support Services ("SMS") specified in the Renewal Notice in accordance with the terms and conditions set out in the existing agreement between Customer and Guidance Software, Inc., to which OpenText is now a party as successor in interest ("Existing Agreement"). References in the Existing Agreement to Guidance Software, Inc., its predecessors or affiliates, shall mean OpenText. In the absence of an Existing Agreement, SMS will be governed by the Software Support Terms and Conditions for the country of the OpenText entity named in this Renewal Notice and Open Text Software Maintenance Program Handbook available at [www.opentext.com/agreements](http://www.opentext.com/agreements). Except for hardware security devices that may accompany the software subject to SMS, this renewal does not include hardware support.
- Software that is subject to SMS is licensed in accordance the applicable software license agreement signed by the parties, or in the absence of such signed agreement, under the terms of the applicable OpenText End User License Agreement ("EULA") in force at the time of the original software license purchase for the country of the OpenText entity named in this Renewal Notice. The current EULA is available at [www.opentext.com/agreements](http://www.opentext.com/agreements).
- OpenText will issue an invoice to Customer and payment is due on or before the date specified on the invoice. A failure to pay the invoice on or before the due date will result in Support Services terminating.
- If you have purchased additional support packages, OpenText customer support services are provided in accordance with the terms of and governed by the applicable OpenText support handbook applicable to the relevant support program subscription sent to you with this quote or available on [www.opentext.com/agreements](http://www.opentext.com/agreements).



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.