



GRAYSHIFT

Grayshift LLC

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Roswell, GA 30076
USA
Phone: +1 (833) 472-9539

Quote Number: Q-26773-1
Created Date: 6/26/2023
Expiration Date: 7/26/2023
Contract Start Date: 7/4/2023

CAGE Code: 7R0W9
DUNS Number: 081045174
NAICS: 513210

Ship To

Jeremy Womack
Naperville Police Department (IL)
1350 Aurora Ave
Naperville, Illinois 60540
United States
womackj@naperville.il.us

Bill To

Jeremy Womack
Naperville Police Department (IL)
1350 Aurora Ave
Naperville, Illinois 60540
United States
womackj@naperville.il.us

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Deanna Binion	deanna@grayshift.com	FedEx	Net 30

All prices below are in U.S. Dollar

PRODUCT NAME	START	END	PART	QTY	PRICE	PRORATED PRICE	EXTENDED
GrayKey License - Advanced Unlimited Consent and BFU Extractions. 125 AFU, Instant Unlock or Brute Force Advanced actions	7/4/2023	3/17/2024	GKL-ONF-AD	0.00	30,795.00	21,711.18	-19,737.11
GrayKey License - Premier Unlimited iOS and Android Extractions Renewal for Serial Numbers: b93f61d9d4a1101c	7/4/2023	3/17/2024	GKL-ONF-PR	1.00	50,595.00	35,670.63	35,670.63
GrayKey Unit			GK101	1.00	550.00	550.00	550.00
Shipping & Handling			SH	1.00	75.00	75.00	75.00

TOTAL: USD 16,558.52

Quote Terms

Purchaser’s signature below or payment creates a binding contract to purchase the products and services set forth in this Quote subject to the following:

- The ArtifactIQ by Grayshift service and purchaser’s use thereof is governed by the ArtifactIQ by Grayshift Software Services Agreement available at <https://www.grayshift.com/grayshift-software-services-agreement/> (the “SaaS Agreement”), as updated from time to time.
- Delivery and use of GrayKey is governed by the GrayKey End User License Agreement available at <https://www.grayshift.com/graykey-eula/> (“End User License Agreement”), as updated from time to time.
- **NO ADDITIONAL TERMS AND CONDITIONS OUTSIDE OF THE ARTIFACTIQ BY GRAYSHIFT SOFTWARE SERVICES AGREEMENT AND THE GRAYKEY END USER LICENSE AGREEMENT, AS APPLICABLE, AND THIS QUOTE APPLY WHATSOEVER INCLUDING BUT NOT LIMITED TO ANY TERMS SET FORTH IN A PURCHASE ORDER OR OTHER DOCUMENTATION PROVIDED BY PURCHASER.**
- Your contract will start on 7/4/2023 and will end after the term identified above expires, or if no expiration date is identified, 1 year after the start date.
- If this Quote is for **an amount in excess of (i) \$15,000 for the ArtifactIQ by Grayshift service, (ii) \$50,000 for any new GrayKey license(s) or (iii) \$100,000 for renewal GrayKey license(s), respectively, then it may be subject to further approval and acceptance by Grayshift notwithstanding purchaser’s acceptance.**

Payment Terms

- Non-payment thirty days after issuance of your invoice may result in a suspended license.
- Credit Cards: Major credit cards accepted including Visa, Mastercard, and American Express.
- Additional Information: Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local income, use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Grayshift’s net income). The final invoice may include such taxes, as applicable.
- Please reference quote number on payment method.

ATTENTION PLEASE READ CAREFULLY

BY SIGNING THIS QUOTE, YOU CERTIFY THAT:

1. **THE INFORMATION IN THIS QUOTE IS ACCURATE, THAT YOU HAVE READ THE TERMS OF THIS QUOTE, THE ARTIFACTIQ BY GRAYSHIFT SOFTWARE SERVICES AGREEMENT, AND THE GRAYKEY END USER LICENSE AGREEMENT, AS APPLICABLE TO THE PRODUCTS IDENTIFIED IN THIS QUOTE, AND AGREE TO THE APPLICABLE TERMS IN THEIR ENTIRETY WITHOUT EXCEPTION OR RESERVATION;**
2. **THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE INTENDED PURCHASING ENTITY IDENTIFIED IN THIS QUOTE WITH THE AUTHORITY TO LEGALLY BIND YOUR AGENCY AND TO ENTER INTO THIS AGREEMENT, AND THAT YOU CAN PROVIDE WRITTEN VERIFICATION OF SUCH AUTHORITY UPON REQUEST; AND**
3. **THAT YOU UNDERSTAND THAT SIGNING THIS QUOTE CREATES A BINDING CONTRACT.**

Signature: _____

Effective Date: _____/_____/_____

Name (Print): _____

Title: _____

Upon signature, please email to Deanna Binion at deanna@grayshift.com.

**Grayshift LLC
THANK YOU FOR YOUR BUSINESS!**