

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5 D

Council Meeting Date: October 23, 2018

ITEM TITLE: RESOLUTION
 INTRODUCED BY: Mayor Andrew "FoFo" Gilich
 CONTACT PERSON: E. Michael Leonard, CAO *ml*

SUMMARY EXPLANATION:

Resolution ratifying the City of Biloxi's entry into and renewal of agreements with Cellebrite, Inc. for use of UFED Touch Ultimate by the Police Department, Criminal Investigations Division

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: UFED Premium Use Agreement
 Exhibit B: End User License Agreement

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>
	Lawrence	_____	_____	_____	Tisdale	_____	_____	_____
	Gines	_____	_____	_____	Glavan	_____	_____	_____
	Newman	_____	_____	_____	Barrett	_____	_____	_____
	Deming	_____	_____	_____				

ACTION TAKEN:

Resolution No.

RESOLUTION RATIFYING THE CITY OF BILOXI'S ENTRY INTO AND RENEWAL OF AGREEMENTS WITH CELLEBRITE, INC. FOR USE OF UFED TOUCH ULTIMATE BY THE POLICE DEPARTMENT, CRIMINAL INVESTIGATIONS DIVISION

WHEREAS, the City of Biloxi (the "City") Police Department utilizes certain equipment and software (the "Software") provided by Cellebrite, Inc. ("Cellebrite") which facilitates investigations by extracting information from cell phones;

WHEREAS, the purchase of said Software and equipment was approved by the City's governing body by Resolution Nos. 264-13, 136-15 and 289-16, but the UFED Premium Use Agreement and the End User License Agreement (the "Agreements"), the substance of which are attached hereto as Exhibits "A" and "B," with Cellebrite were electronically accepted at the time of downloading the software, without a physical copy or physical signature ensuing, and was therefore, not presented to the City Council;

WHEREAS, in order to utilize this Software, it is necessary that the City renew its acceptance of Cellebrite's terms and conditions;

WHEREAS, the cost associated with use of the Software is \$3,400.00 for one (1) year, beginning on October 28, 2018 and ending October 27, 2019, as detailed in the Quote attached hereto as Exhibit "C"; and

WHEREAS, funding for renewal of the Agreements is available in the Municipal Budget for fiscal year 2018/2019, line item 01111-6689.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BILOXI, MISSISSIPPI, THAT:

Section 1: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

Section 2: The terms and conditions contained in the UFED Premium Use Agreement and the End User License Agreement (the "Agreements"), attached hereto as Exhibits "A" and "B," are hereby ratified and approved.

Section 3: Payment to Cellebrite in the amount of \$3,400.00, as detailed on the Quote attached hereto as Exhibit "C," is hereby authorized and approved.

Section 4: Nicky Filipich, Information Systems Manager, or his designee, is hereby authorized to do all things necessary to keep said Service active and maintained, including but not limited to, indicating consent on behalf of the City of Biloxi to any additional terms and conditions required by Oracle, provided that such terms and conditions do not result in a price increase from that which is stated herein.

Section 5: This resolution shall take effect and be in force from and after adoption.

UFED PREMIUM USE AGREEMENT

IMPORTANT: PLEASE READ THIS UFED PREMIUM USE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING CELLEBRITE-SUPPLIED SOFTWARE (AS PART OF A PRODUCT OR STANDALONE) CONSTITUTES ACCEPTANCE OF THIS UFED PREMIUM USE AGREEMENT.

CELLEBRITE IS WILLING TO LICENSE SOFTWARE TO YOU ONLY IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT (THE "AGREEMENT"), ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BY CUSTOMER (AS DEFINED BELOW) AND CELLEBRITE AND ANY "CLICK-ACCEPT" AGREEMENT, AS APPLICABLE. TO THE EXTENT OF ANY CONFLICT AMONG THIS AGREEMENT, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BY CUSTOMER AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER AND CELLEBRITE'S TERMS AND CONDITIONS OF SALE, THE ORDER OF PRECEDENCE SHALL BE (A) AN AGREEMENT SIGNED BY CUSTOMER AND CELLEBRITE; (B) THIS AGREEMENT; (C) THE "CLICK-ACCEPT" AGREEMENT; (D) CELLEBRITE'S TERMS AND CONDITIONS OF SALE; AND (E) CUSTOMER'S PURCHASE ORDER, TO THE EXTENT SUCH TERMS ARE PERMISSIBLE UNDER CELLEBRITE'S TERMS AND CONDITIONS OF SALE OR AN AGREEMENT SIGNED BY CUSTOMER AND CELLEBRITE (COLLECTIVELY, (A)-(E), AFTER APPLYING THE ORDER OF PRECEDENCE, THE "AGREEMENT").

BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, YOU INDIVIDUALLY AND ON BEHALF OF THE BUSINESS OR OTHER ORGANIZATION THAT YOU REPRESENT (THE "CUSTOMER") CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED IN THE AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL OR USE ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN CUSTOMER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. YOUR RIGHT TO RETURN AND REFUND ONLY APPLIES IF YOU ARE THE ORIGINAL END USER PURCHASER OF SUCH PRODUCT AND/OR LICENSEE OF SUCH SOFTWARE.

This Agreement governs Customer's access to and use of any Software and/or any Product (as defined below) first placed in use by Customer on or after the release date of this Agreement (the "Release Date"). Each of the Customer and Cellebrite shall be hereinafter referred to as a "Party" and collectively, the "Parties".

Introduction

Cellebrite has certain proprietary Software and trade secrets that enable the Customer to unlock certain mobile devices or extract data from certain locked devices. Cellebrite desires to



allow the Customer to make use of such Software and trade secrets while the Customer strictly maintains the confidentiality thereof. The Customer desires to use Cellebrite's software and trade secrets, in accordance with this Agreement, to perform the unlocking and/or extraction from such devices.

Agreement

1. DEFINITIONS AND INTERPRETATION

A. **Definitions.** In this Agreement, the following capitalized terms have the respective meanings set forth below:

“**Action**” means one time that the Customer uses the Process to successfully reveal a passcode of a mobile device or to extract or decrypt data from a mobile device, regardless of the amount of data extracted or decrypted from such device. If the Customer uses the Process on one mobile device to (a) reveal the passcode; (b) extract data; and (c) decrypt data, such uses are equivalent to three (3) Actions. For certain mobile devices, as specified by Cellebrite to Customer from time to time, one (1) Action may encompass more than one (1) of the items set forth in (a), (b) and (c).

“**Affiliate**” of Cellebrite means Cellebrite's immediate parent corporation, an entity under the control of Cellebrite's immediate parent corporation at any tier or an entity controlled by Cellebrite at any tier. For these purposes, “control” shall mean the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of more than fifty percent (50%) of the outstanding voting interests in such entity or otherwise.

“**Authorization Product**” means a product sold by Cellebrite with embedded License Authorization Software, including a USB stick with embedded License Authorization Software.

“**Authorized Actions**” means the number of Actions that the Customer is authorized to perform under this Agreement.

“**Authorized Personnel**” means employees of the Customer who have been trained and authorized by Cellebrite to perform Actions who are individually bound, or, in the case of U.S. government employees, whose employer organization is bound, by confidentiality restrictions at least as restrictive as those herein.

“**Documentation**” means any documentation related to any Software provided by Cellebrite.

“**Force Majeure Event**” means any event beyond the reasonable control of a Party, which may include fire, flood, earthquake, elements of nature, labor strikes, lockouts, labor disruptions, acts of God, acts of war, acts that are generally recognized as terrorism, riots, civil disorder, rebellion or revolution.

“Law” means any law, declaration, decree, directive, common law, legislative enactment, order, ordinance, regulation, rule, guidance or other binding restriction or requirement of or by any governmental authority.

“License Authorization Software” means Software that is provided together with hardware on which it is embedded that is used to validate the authorized use of other Software.

“Personal Information” means an individual’s name together with (a) address, Social Security Number, tax identification number, driver’s license number, identification card number, phone number, date of birth, password or other security credentials or other information that can identify an individual; (b) credit, debit or other payment card information, bank account or other financial institution information, credit history, credit reports or other financial information; (c) customer proprietary network information, including call and message detail, type and use of products or services, account numbers, identifying numbers of wireless devices or other information related to telecommunications usage; (d) compensation or benefits information, protected health information, marital status, number of dependents, background checks, disciplinary action or other information related to employment; and (e) information relating to the individual’s racial/ethnic origin; political, religious, or philosophical opinions or affiliations; trade union membership; or health or sex life.

“Process” means the proprietary process by which Software may be used to unlock, or extract or decrypt data from, certain mobile devices (which Cellebrite may provide to the Customer upon Customer’s written request, and which Cellebrite may update from time to time), which is protected as a confidential trade secret of Cellebrite.

“Product” means a product (hardware and Software) sold by Cellebrite or an authorized reseller of Cellebrite. The term “Product” includes the UFED family of products family of products. “Product” does not include Authorization Products.

“Secure Room” means a room to which only Authorized Personnel have access and which has security measures consistent with top tier law enforcement agencies’ laboratories.

“Software” means an instance of a program, module, feature, function, service, application, operation or capability of any Cellebrite-supplied software. The term “Software” includes any embedded or standalone software or any License Authorization Software.

“Term” has the meaning set forth in Section 9.A.

“Territory” means worldwide.

“Third Party” means an individual or entity other than the Customer, Cellebrite and Cellebrite’s Affiliates.

“Third Party Software” means certain software provided by a Third Party and embedded in any Product, either as a standalone feature or as a part of any Software, and which may be subject to additional end user license restriction and agreements.

“Update” means any update to any Software that is provided by Cellebrite hereunder.

“User” means an individual who is among the Authorized Personnel of the Customer and able to gain access to any Software functionality.

B. Headings. The headings used in this Agreement are for reference purposes only and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision hereof.

C. Interpretation. In this Agreement and the Exhibits to this Agreement: (a) the Exhibits to this Agreement are hereby incorporated into this Agreement and references to this Agreement include such Exhibits; (b) references to an Exhibit or Section shall be to such Exhibit or Section of this Agreement, unless otherwise provided; (c) references to any Law shall mean references to such Law as changed, supplemented, amended or replaced; (d) unless the context otherwise requires, the word “or” shall be interpreted in the inclusive sense (*i.e.*, “and/or”); (e) the word “including” (and its grammatical variations) shall be deemed to be followed by “without limitation”; (f) the phrases “such as”, “for example”, or “*e.g.*,” shall be deemed to mean “for example but without limitation”; (g) “will” shall be construed to mean “shall”; (h) the singular shall include the plural and vice versa; and (i) unless the context otherwise requires, all references to “dollars”, “Dollars”, “\$”, “United States Dollars”, or the like refer to the dollar that is the lawful currency of the United States of America.

D. Negotiated Agreement. The Parties agree that (a) the terms and conditions of this Agreement are the result of negotiations between the Parties and (b) this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

2. PURCHASE ORDER; PAYMENT TERMS

A. Purchase Order. If the Customer submits a purchase order under this Agreement that is accepted by Cellebrite, it constitutes a binding purchase order permitting the number of Authorized Actions set forth on the Customer’s purchase order. Any purchase order submitted by the Customer shall be subject solely to this Agreement and any other terms on the Customer’s purchase order are hereby excluded, except as mutually agreed upon by the Parties in writing. The purchase order shall specify the number of Authorized Actions purchased by the Customer, the Secure Room in which such Authorized Actions will be conducted, the payment, the number of hours of training (if any), the location of training (if any) and the maximum number of Users attending training (if any).

B. Payment Timing; Credit Card Payments. The Customer shall pay any fees due hereunder within thirty (30) days after Cellebrite has accepted the Customer’s purchase order. If the Customer seeks to pay any invoice using a credit card, Cellebrite may assess a convenience fee equal to three percent (3%) of the amount of such invoice.

C. Monitor. The Customer is responsible for supplying a computer monitor for use with the Product, unless otherwise agreed to by Cellebrite in writing.

D. Additional Copies. In the event that the Customer needs an additional copy of the Software, the Customer may request that Cellebrite provide an additional Product with such additional copy. Subject to availability, Cellebrite shall use commercially reasonable efforts to promptly provide the Customer with an additional Product with such additional copy within a reasonable period after such request.

3. LICENSE GRANT

A. Software. Subject to the terms and conditions of this Agreement, Cellebrite hereby grants to the Customer, and the Customer accepts, upon delivery of any Software, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable license to (a) use each copy of such Software, in executable form only, provided by Cellebrite, any accompanying Documentation, and Confidential Information disclosed by Cellebrite, only for the Customer's internal use (and also for the benefit of a Third Party solely as set forth in Section 3.B), solely to conduct the Process, in the Territory, only as authorized in this Agreement and subject to restrictions on use and disclosure of Confidential Information set forth herein; provided that, if the Customer is a U.S. federal government agency, the Customer's internal use shall be limited to the specific agency or organization for which the relevant contracting officer issues the applicable purchase order; and (b) only allow a number of Actions up to the number of Authorized Actions, with each such Action to be conducted by Authorized Personnel, in each case, subject to the restrictions in this Section 3.

i. License Exclusion. Notwithstanding any other provision of this Agreement, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software or associated Update resold or relicensed by anyone who is not an authorized reseller of Cellebrite.

ii. Warrant or Consent Required. The Customer hereby represents, warrants and covenants to Cellebrite that the Customer shall only use the Software or Process after having obtained any consents, approvals, warrants or court orders required by applicable Law.

iii. No Cellebrite Liability. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO THE CUSTOMER, ANY USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, OR ANY LOSS OF REVENUE, LOST PROFIT OR LOST OPPORTUNITY, UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY SOFTWARE IN CONNECTION WITH ANY PRODUCT OR MOBILE DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT, APPROVAL, WARRANT OR COURT ORDER.

iv. Additional Covenants. The Customer represents, warrants and covenants to Cellebrite that (a) only Users who are permitted to conduct an Action pursuant to any necessary consents, approvals, warrants or court orders required by applicable Law shall be permitted to use the Software or Process; (b) Users shall use the Software or Process only in compliance with the

terms of service, terms of use or other agreements with a Third Party; (c) the Customer and its Users shall use any Software or Process only in compliance with all applicable Laws, including the Fourth Amendment to the United States Constitution (or its equivalent in countries in the Territory other than the United States of America), the Computer Fraud and Abuse Act (18 U.S.C. § 1030) and the Digital Millennium Copyright Act (including the provisions at 17 U.S.C. § 1201); and (d) the Customer or any User shall not misappropriate or misuse any Personal Information, including a person's list of contacts. The Customer is responsible for any Action conducted using a Product in the control or possession of the Customer.

B. Updates.

i. Updates. Cellebrite may, at its option, make Updates to any Software available to the Customer. Any Update shall be licensed under the terms of the Software that is being updated by such Update, as the case may be. An Update may be made available for download to a USB stick, including an Authorization Product, provided by Cellebrite or may be made available by Cellebrite mailing a USB stick, including an Authorization Product, to the Customer. In either case, the Customer shall deploy such Update promptly after it has been made commercially available by Cellebrite.

ii. Limitation. Except as expressly provided in this Agreement, the Customer shall have no rights in any Update to Software, nor any rights to support services associated with any Product or Software.

iii. No Obligation. Nothing in this Agreement requires Cellebrite to provide Updates to the Customer.

C. License Prohibitions. Notwithstanding anything to the contrary in this Agreement, the Customer shall not, alone, or through a User or a Third Party (or allow a User or a Third Party to): (a) modify any Software; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Software; (d) use any Software on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make any copy of any Software; (f) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Software; (g) distribute any copy of any Software to any Third Party, including selling any Product in a secondhand market; (h) disclose any results of testing or benchmarking of any Software to any Third Party; (i) use any Update beyond those to which the Customer is entitled; (j) deactivate, modify or impair the functioning of any disabling code in any Software; (k) circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms; (l) use any Software in violation of any applicable Law or to support any illegal activity; (m) use any Software to violate any rights of any Third Party; (n) allow any individual to conduct an Action other than Authorized Personnel; (o) use any Software or Product or perform any Action in any location other than a Secure Room that has been authorized by Cellebrite or permit any person other than Authorized Personnel in any Secure Room while the Process is being conducted; (p) connect any Product or Software to any network, whether wired or wireless; (q) use any Software for any training purposes, where the Customer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing; or (r) attempt any of the foregoing. Cellebrite expressly reserves the right to seek all available legal and equitable

remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

D. Secure Room.

i. The Customer shall propose the location of each potential Secure Room in writing to Cellebrite from time to time. Cellebrite shall install a Product within any Secure Room that is approved by Cellebrite in writing, at the expense of the Customer. The Customer shall not remove any Product from a Secure Room at any time, for any reason, including in the event of a Force Majeure Event, and shall not transfer any Product from one Secure Room to another Secure Room. In the event that the Customer would like to transfer a Product from one Secure Room to another Secure Room approved by Cellebrite in writing, Cellebrite shall transfer such Product at the expense of the Customer.

ii. Unless otherwise agreed to by the Parties as part of a purchase order, Cellebrite may restrict the maximum number of Secure Rooms that the Customer may use from time to time, by providing written notice to the Customer.

iii. The Customer shall not include any device that is capable of performing any audiovisual or other recording in a Secure Room. The Customer shall not record any use of the Process, whether by videotape or other monitoring. The Customer may monitor entrances and exits of a Secure Room that do not monitor performing the Process within a Secure Room.

E. Legal Exception. The Customer agrees that, to the extent that any applicable Law (including national Laws implementing EC Directive 2009/24 on the Legal Protection of Computer Programs) grants the Customer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before the Customer exercises any such right, the Customer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (i) perform the work to achieve such interoperability and charge its then-standard commercial hourly rates for such work to the Customer; or (ii) permit the Customer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies the Customer's request, may the Customer exercise its statutory rights.

F. Third Party Software. The Customer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access or use of Third Party Software. The Customer shall comply with the terms and conditions applicable to any such Third Party Software, in addition to the terms and conditions of this Agreement.

G. Commercial Software. The Software and Documentation were developed exclusively at private expense and qualify as "commercial items" consisting of "commercial computer software" and "computer software documentation", respectively, as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Software by the U.S. Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 or DFARS 227.7202-4, as applicable.

4. OWNERSHIP; PRODUCT AVAILABILITY

A. Ownership. Cellebrite (or its licensors) retains ownership of all right, title and interest in and to any Process, Software or Documentation and any derivative works of any of the foregoing, and all copies of any Software or Documentation. Nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title or interest in any Process, Software or Documentation or any derivative work thereof. Notwithstanding anything to the contrary, all Software is licensed and not sold and any reference to a sale of any Process, Software or Documentation shall be understood as a license to a Process, Software or Documentation under the terms and conditions of this Agreement.

B. Shipping. Cellebrite shall ship any Product to the Customer FCA Cellebrite's location in New Jersey (Incoterms 2010). Title to any Product provided hereunder shall remain with Cellebrite, but risk of loss to any Product shall pass to the Customer upon delivery to the Customer's carrier.

C. Product Limitations. The Customer shall not (i) sell, transfer, lease, sublease, assign or otherwise dispose of any Product or any interest therein; (ii) allow any Third Party to possess or use a Product or Software; (iii) pledge, hypothecate, mortgage, grant a security interest or lien in or otherwise encumber any Product or Software, or permit any Third Party to obtain any interest in any Product or Software; or (iv) remove any proprietary markings of Cellebrite from any Product or Software.

5. CONFIDENTIALITY

The Customer or Cellebrite may each disclose to the other proprietary marketing, technical or business information related to the subject of this Agreement ("Confidential Information"). All aspects of the Process (including any list of mobile devices with which the Process works, as may be updated from time to time), any technical information relating to Software or Documentation, any Software or Documentation and the terms of this Agreement are the Confidential Information of Cellebrite without any marking requirement; any other information disclosed in writing must be marked "confidential", "proprietary" or the like to be deemed the Confidential Information of a Party. Information disclosed orally may be deemed Confidential Information if the disclosing Party says it is proprietary at the time of disclosure and summarizes it in a writing provided to the other Party within twenty (20) days of such oral disclosure.

The Customer shall hold Confidential Information regarding any aspect of the Process, Software or Documentation in the strictest confidence, and limit the disclosure of such Confidential Information to only those Users having a need to know such Confidential Information, using the same degree of care as it exercises to protect its highly confidential information. Subject to the requirements in the preceding sentence, each receiving Party shall: (a) hold Confidential Information of the disclosing Party in confidence using the same degree of care as it normally exercises to protect its own proprietary (unclassified, when the Customer is a U.S. federal government agency) information but at least reasonable care; (b) restrict disclosure and use of Confidential Information of the disclosing Party to employees, agents, contractors or consultants of such Party or its Affiliates with a reasonable need to know, and not disclose it to any other party, (c) advise those employees, agents, contractors and consultants of their obligations with respect to Confidential Information of the disclosing Party, (d) not copy, duplicate, reverse engineer or decompile any Confidential Information of the disclosing Party, (e) use Confidential Information

of the disclosing Party only for the purpose of exercising its rights or performing its obligations under this Agreement and (f) upon expiration or termination of this Agreement, return all Confidential Information of the disclosing Party to the disclosing Party or at the request of the disclosing Party, destroy such Confidential Information.

The receiving Party shall have no obligation regarding Confidential Information of the disclosing Party that: (x) was previously known to it free of any confidentiality obligation (except as a result of having entered into a previous agreement between the Parties); (y) was independently developed by it without access or reference to, or use of, any Confidential Information of the disclosing Party; (z) is or becomes publicly available other than by unauthorized disclosure.

If a Party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information of the disclosing Party received, such receiving Party shall, to the extent permitted under applicable Law, promptly notify the disclosing Party and, upon request of the latter, cooperate in contesting such action or requirement at the receiving Party's expense, and, if such efforts are not successful, shall seek a protective order, confidential treatment or other appropriate measures to ensure the confidentiality of such Confidential Information, and shall, in any event, only disclose the minimum amount of Confidential Information required. Neither Party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law.

6. EXCLUSIVE REMEDIES; LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 6, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and "damages" shall be deemed to refer collectively to all injury, damage, loss or expense incurred.

B. Exclusive Remedies. Cellebrite's entire liability and the Customer's exclusive remedies against Cellebrite for any damages caused by any Product, Software or Process defect or failure, or arising from the performance or non-performance of any obligation hereunder, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:

i. For bodily injury or death to any person proximately caused by Cellebrite, the Customer's direct damages; and

ii. For claims other than as set forth above, Cellebrite's liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by the Customer to Cellebrite under this Agreement during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.

C. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.

D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PRODUCT, SOFTWARE OR PROCESS OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN THE CUSTOMER.

E. Third Party Software Liability. Notwithstanding anything to the contrary in this Agreement, Cellebrite shall not be liable to the Customer or any User for any damages due to use of any Third Party Software. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between the Customer and the applicable provider of such Third Party Software) shall govern and apply with respect to the use of each such Third Party Software.

F. Limitation. Cellebrite does not warrant that (i) the operation of any Software and/or Product will be error-free; (ii) all defects in any Software or Product will be corrected; or (iii) any Software will operate on hardware or operating systems or in conjunction with other software other than as expressly specified in the Documentation or approved by Cellebrite in writing.

G. Warranty Limitations. CELLEBRITE, ITS AFFILIATES, AND ITS AND THEIR SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, CELLEBRITE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PROCESS OR SOFTWARE WILL WORK WITH ALL TYPES OF MOBILE DEVICES, WITH ANY MOBILE DEVICE OTHER THAN THOSE MADE BY APPLE, INC. OR WITH ANY PARTICULAR VERSION OF THE OPERATING SYSTEM USED BY APPLE, INC. DEVICES. THE CUSTOMER ASSUMES THE ENTIRE RISK THAT ANY PROCESS OR SOFTWARE WILL NOT WORK IN RESPECT OF ANY PARTICULAR MOBILE DEVICE. THE PROCESS OR SOFTWARE ARE PROVIDED FOR THE USE OF THE CUSTOMER "AS-IS" AND WITH ALL FAULTS. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND PROCESS REMAINS WITH THE CUSTOMER.

7. CUSTOMER WARRANTIES

A. Authority. The Customer represents, warrants and covenants to Cellebrite that the Customer has all necessary rights and authority to execute, deliver and undertake its obligations under this Agreement.

B. No Conflict. The Customer represents, warrants and covenants to Cellebrite that the Customer's execution and performance of this Agreement will not violate any judgment, order or decree and will not conflict with, results in a breach of, or constitute a default under, any other agreement to which the Customer is a party or by which the Customer is bound.

C. Compliance. The Customer represents, warrants and covenants to Cellebrite that the Customer has obtained any license, consent, permit approval or authorization of any applicable governmental authority, or provided any notice to any governmental authority, required by applicable Law to use a Product and to perform each Action performed by the Customer.

8. DISABLING CODE

A. Disabling Code. Software may be provided to the Customer with code that allows Cellebrite to disable such Software. Any Updates to Software may include disabling code. Cellebrite agrees not to invoke such disabling code except as provided for in Section 8.B, without the Customer's prior consent, which may be given by telephone or email.

B. Invocation of Disabling Code. In addition to the invocation of disabling code when Cellebrite has received the Customer's consent described in Section 8.A, Cellebrite may, at its option, invoke disabling code in Cellebrite's Software without receiving the Customer's consent: (i) if in Cellebrite's sole, reasonable discretion, Cellebrite believes that such Software has been, is being or will be used in violation of any applicable Law; (ii) if Cellebrite is required to do so, because of a court or regulatory order; (iii) if the Customer has not paid an outstanding invoice more than sixty (60) days after such invoice is due; or (iv) if the Customer has used any Software other than as authorized by the Customer's license, including if a Product is removed from the Secure Room in which such Product is licensed to be used. Cellebrite shall have no liability to the Customer for any good faith invocation of any such disabling code.

9. TERM AND TERMINATION

A. Term. The term of this Agreement commences on the Effective Date and continues until the latest of (i) the third (3rd) anniversary of the Effective Date; (ii) the fifth (5th) anniversary of the most recent purchase order placed by the Customer with Cellebrite for Authorized Actions hereunder; or (iii) the date on which the Customer has consumed all of its Authorized Actions. Upon expiration or termination of this Agreement for any reason, (a) the Customer shall destroy all copies of any Software under the Customer's control or possession and certify such destruction to Cellebrite; or (b) the Customer shall return each Product to Cellebrite.

B. Survival. The provisions of Sections 1, 3.A.ii, 3.A.iii, 3.A.iv, 3.C, 3.D, 3.F, 3.G, 4, 5, 6, 8, 9.C, and 10-14 of this Agreement shall survive any termination in accordance with their terms.

10. CHOICE OF LAW; JURISDICTION; AUDIT RIGHT; LITIGATION SUPPORT

A. Choice of Law; Jurisdiction. The Parties agree to meet and discuss any dispute or claim relating to this Agreement prior to seeking any judicial resolution, for a period of at least thirty (30) days. If the Customer is the Federal Government of the United States of America (or an agency thereof), this Agreement shall be governed by Federal Government contracting Law, without giving effect to any choice of Law rules that would result in the application of any Law of any other jurisdiction. If the Customer is any other entity, this Agreement shall be governed by the Law of the State of New York, with giving effect to any choice of Law rules that would result in the application of any Law of any other jurisdiction. In any event, the United Nations

Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

B. Reporting. Within fifteen (15) days after the end of each calendar quarter, the Customer may provide Cellebrite with a written report in the form set forth in Exhibit A, listing each mobile device for which an Action was performed during such calendar quarter. In addition, upon Cellebrite's reasonable request, the Customer may provide to Cellebrite additional reports detailing the number of Actions at a level of detail requested by Cellebrite.

C. Records. The Customer shall maintain accurate records as necessary to verify compliance with this Agreement, for the time period set forth in Section 10.C. Upon Cellebrite's request, the Customer shall furnish such records to Cellebrite and certify its compliance with this Agreement.

D. Litigation Support. The Customer shall notify Cellebrite with sufficient advance notice prior to a request or requirement that Cellebrite testify. The Customer shall use best efforts to (i) exclude any testimony regarding the Process or the Software; (ii) minimize the scope of any testimony regarding the Process or the Software; and (iii) seek a closed courtroom, sealing of testimony and any other efforts permitted by applicable Law to limit the scope of information regarding the Process or the Software from being learned by or disclosed to any Third Party, in each case, to the maximum extent permitted by applicable Law.

11. ASSIGNMENT

Due to the highly confidential nature of all aspects of the Process, the Customer may not assign this Agreement without the prior written consent of Cellebrite, whether by merger, acquisition, sale of all or substantially all of its assets, operation of law or otherwise. Any attempted assignment other than as permitted herein shall be null and void.

12. NON-WAIVER

No course of dealing or failure of either Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

13. ENTIRE AGREEMENT

A purchase order accepted by Cellebrite and the terms and conditions contained in this Agreement supersede all prior oral or written understandings between the Parties and shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except by a writing signed by the Customer and Cellebrite, and a provision of this Agreement may only be waived by a writing signed by the Party making such waiver.

14. MISCELLANEOUS

A. No Third Party Beneficiaries. Each Party agrees that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

B. Severability. If any provision or part hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such provision or part hereof shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such provision or part hereof, it shall be severed herefrom, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect unless such severance effects such a material change as to render this Agreement unreasonable.

C. Force Majeure Event. Except for payment obligations and except as otherwise set forth in this Agreement, a Party shall be excused from performance of its activities under this Agreement to the extent that such performance was caused by a Force Majeure Event.

D. Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either the Customer or Cellebrite partners, joint venturers, principals, representatives, agents or employees of the other. Neither Party shall have any right, power, or authority, express or implied, to bind the other.

E. Notices. Any notice, consent or approval made hereunder shall be in writing and addressed to the address set forth on the signature page hereto, or as may be otherwise updated by the applicable Party. Any notice, consent or approval shall be made by (i) personal delivery; (ii) registered or certified mail, return receipt requested, postage prepaid; or (iii) a reputable nationwide express courier service, and shall be deemed received (x) upon personal delivery; (y) five (5) days after being sent by registered or certified mail, return receipt requested, postage prepaid; or (z) two (2) days after being sent by nationwide express courier service.

Release Date: February 1, 201

Exhibit A – Device Data

Service Code: U01 - iOS unlocking

<i>Date In</i>	<i>Reference</i>	<i>Device Model</i>	<i>Model code</i>	<i>iOS Version</i>	<i>IMEI/MEID</i>	<i>Serial</i>	<i>Compatible</i>	<i>Condition Notes</i>
1								
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10								
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16								

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING, ACCESSING OR USING CELLEBRITE-SUPPLIED SOFTWARE (AS PART OF A PRODUCT OR STANDALONE) CONSTITUTES EXPRESS ACCEPTANCE OF THIS AGREEMENT.

CELLEBRITE IS WILLING TO LICENSE SOFTWARE TO YOU ONLY IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT (THE "EULA"), ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BY BUYER (AS DEFINED BELOW) AND CELLEBRITE, AND ANY "CLICK-ACCEPT" AGREEMENT, AS APPLICABLE. TO THE EXTENT OF ANY CONFLICT AMONG THIS EULA, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BY BUYER AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER AND CELLEBRITE'S TERMS AND CONDITIONS OF SALE, THE ORDER OF PRECEDENCE SHALL BE (A) AN AGREEMENT SIGNED BY BUYER AND CELLEBRITE; (B) THIS EULA; (C) THE "CLICK-ACCEPT" AGREEMENT; (D) CELLEBRITE'S TERMS AND CONDITIONS OF SALE; AND (E) BUYER'S PURCHASE ORDER, TO THE EXTENT SUCH TERMS ARE PERMISSIBLE UNDER CELLEBRITE'S TERMS AND CONDITIONS OF SALE OR AN AGREEMENT SIGNED BY BUYER AND CELLEBRITE (COLLECTIVELY, (A)-(E), AFTER APPLYING THE ORDER OF PRECEDENCE, THE "AGREEMENT").

BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, YOU INDIVIDUALLY AND ON BEHALF OF THE BUSINESS OR OTHER ORGANIZATION THAT YOU REPRESENT (THE "BUYER") EXPRESSLY CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED IN THE AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN BUYER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. YOUR RIGHT TO RETURN AND REFUND ONLY APPLIES IF YOU ARE THE ORIGINAL END USER PURCHASER OF SUCH PRODUCT AND/OR LICENSEE OF SUCH SOFTWARE.

This EULA governs Buyer's access to and use of any Software and/or any Product (as defined below) first placed in use by Buyer on or after the release date of this EULA (the "Release Date").

- 1. DEFINITIONS** – In this Agreement, the following capitalized terms shall have the meaning set forth below:

"Affiliate" of a party means such party's parent corporation, an entity under the control of such party's parent corporation at any tier or an entity controlled by such party at any tier. For these purposes, "control" shall mean the power to direct or cause the direction of the management and

EXHIBIT
B

policies of the entity, whether through the ownership of more than 50% of the outstanding voting interests in such entity or otherwise.

“Authorization Product” means a product sold by Cellebrite or an authorized reseller of Cellebrite with embedded License Authorization Software, including but not limited to a USB dongle with embedded License Authorization Software.

“Authorized Users” means the number of Users that Buyer is licensed to have access to the applicable Software, which may include Concurrent Users and/or Named Users, all as set forth in the Agreement. If the number of Authorized Users is not otherwise set forth in the Agreement, the number of Authorized Users shall be deemed to be equal to the number of Products (other than Authorization Products) purchased by Buyer.

“Cellebrite” means (i) Cellebrite Mobile Synchronization Ltd., an Israeli corporation with offices at 94 Shlomo Shmeltzer Road, Petach Tikva, Israel 4970602 or (ii) the subsidiary of Cellebrite Mobile Synchronization Ltd. (including without limitation Cellebrite Inc., Cellebrite GmbH, Cellebrite APAC Pte. Ltd. or Cellebrite Soluções Tecnológicas Ltda.), which has an agreement with Buyer and/or issues invoices to Buyer with respect to any Software and/or Product, as applicable.

“Concurrent Users” means the number of Authorized Users (whether Named Users or not) of Buyer concurrently and/or simultaneously accessing, using or otherwise enjoying the benefit (except reviewing results of analyses generated by Software) of Software, either directly or indirectly from a remote location. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.

“Documentation” means any documentation related to any Software provided by Cellebrite.

“Embedded Software” means a copy of Software delivered embedded in or loaded onto a Product when such Product is sold by Cellebrite. Any Updates or Upgrades to Embedded Software are also deemed “Embedded Software”, notwithstanding being separately delivered from the applicable Product.

“Law” shall mean any law, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction or requirement of or by any governmental authority, as may be amended, changed or updated from time to time.

“License Authorization Software” means Software that is provided together with hardware on which it is embedded that is used to validate the authorized use of standalone Software.

“License Term” means the term of a paid subscription to an instance of Software or a unit of Product.

“Named Users” means a User authorized by Buyer to access or use the Software through the assignment of a single user ID, regardless of whether such User is using Software at any given time. A non-human device capable of accessing or access Software is counted as a Named User.

“Product” means a product (hardware and Software) sold by Cellebrite or an authorized reseller of Cellebrite. The term “Product” includes without limitation the UFED Pro series, UFED field series and Analytics series of products. “Product” includes Authorization Products.

“Remote Access Protocol” means any remote access application, including without limitation Remote Desktop Protocol (RDP) and Windows Remote Management (WinRM), used to connect a single remote computer (e.g., a laptop) to a single host computer (e.g., a desktop) with an Authorization Product directly connected to such host computer for each Authorization Product then licensed by Buyer, as long as such Authorized User, single remote computer and single host computer with an Authorization Product are all located in the Territory.

“Software” means an instance of a program, module, feature, function, service, application, operation or capability of any Cellebrite-supplied software. The term “Software” includes without limitation any Embedded Software, standalone software or any License Authorization Software.

“Territory” means the country in which Product was purchased or Software was licensed from Cellebrite or an authorized reseller of Cellebrite.

“Third Party” means an individual or entity other than Buyer, Cellebrite and Cellebrite’s Affiliates.

“Third Party Software” means certain software provided by a Third Party embedded in any Product, either as a standalone feature or as part of any Software, and which may be subject to additional end user license restriction and agreements.

“Update” means an update to any Software that is provided by Cellebrite and that may incorporate (i) corrections of any substantial defects; (ii) fixes of any minor bugs; (iii) at the sole discretion of Cellebrite, allowing additional compatibility of the Software with mobile devices provided by Third Parties; and/or (iv) at the sole discretion of Cellebrite, minor enhancements to the Software; provided, however, that Updates shall not include Upgrades. Updates are generally identified by Cellebrite by a change to the version number to the right of the first decimal point (e.g., version 4.1 to 4.2).

“Upgrade” means a new release of any Software that incorporates substantial changes or additions that (i) provide additional value and utility; (ii) may be priced and offered separately as optional additions to any Software; and/or (iii) are not generally made available to Cellebrite’s customers without a separate charge. Upgrades are generally identified by Cellebrite by a change to the version number to the left of the first decimal point (e.g., version 4.2 to 5.0).

“User” means an individual able to gain access to any Software functionality.

“You” means any individual seeking the benefit of or evaluating this EULA.

2. LICENSE GRANT

- A. Software. Subject to the terms and conditions of this EULA (including without limitation as set forth in Sections 2.E and 2.F), Cellebrite hereby grants to Buyer, and Buyer accepts, upon delivery of any Software, during the License Term a non-exclusive, non-transferable and non-sublicensable license with respect to such Software to (i) allow the Authorized Users to use such Software, in executable form only, and any accompanying Documentation, only for Buyer’s internal use in connection with the Products, in the Territory (or any other location specifically authorized by Cellebrite in writing) and only as authorized in the Agreement, and subject to the terms hereof; ii) make a reasonable number of copies of Software, (except with respect Embedded Software), for use only as licensed in this EULA, though in no case more than the number of

Authorized Users; and (iii) make one (1) copy of Software, (except with respect Embedded Software), for backup, archival or disaster recovery purposes.

- i. Embedded Software Limitations. Buyer shall use any Embedded Software solely for execution on the unit of Product originally delivered to Buyer with such Embedded Software installed, or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such Embedded Software that Cellebrite has licensed to Buyer may be loaded and executed only on the unit of Product on which any originally licensed Software is authorized to execute.
- ii. License Exclusion. Notwithstanding any other provision of this EULA, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software or associated Update or Upgrade on any Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.
- iii. Single Product; Single Authorization Product. Buyer's license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite's authorized reseller. Buyer's license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite's authorized reseller.
- iv. Authorization Products. Without limiting Section 2.F, Buyer shall not, and shall not permit any User to, use any Authorization Product on a computer other than the computer to which such Authorization Product is directly connected (*i.e.*, not through a network), except that an Authorized User may use Remote Access Protocol with Cellebrite's UFED Physical Analyzer. Buyer shall ensure that multiple users cannot use Remote Access Protocol to access UFED Physical Analyzer simultaneously. For the avoidance of doubt, subject to the terms and conditions of this EULA, sharing a USB dongle among Concurrent Users is permitted.
- v. Remote Access Protocol. Buyer expressly acknowledges, agrees and warrants that except as required for use by Concurrent Users as allowed by the Agreement and as provided herein each computer running an Authorization Product will be configured or at least limited to serve only one remote connection at a time. In other words, only one Authorized User can use a Remote Access Protocol at the same time. For example, if a host computer is installed with multiple instances of Cellebrite's UFED Physical Analyzer, Buyer will ensure that it is not possible for multiple remote users to connect to the host computer and/or ensure that the foregoing does not occur. Regarding any other Cellebrite products or software other than Cellebrite's UFED Physical Analyzer, Buyer may not use a Remote Access Protocol unless expressly agreed to in writing by Cellebrite.
- vi. Named Users. In the event that the Agreement specifies that any Software may be used by Named Users, Buyer shall ensure that the use of such Software shall be used only by the applicable Named Users. Buyer shall assign for each Named User a unique login credential for the purpose of allowing the Named User to access and use such Software. No more than one User may use each unique combination of login credentials, and the sharing of such credentials is expressly prohibited. Buyer shall be responsible for ensuring the security and confidentiality of its Named User login credentials.

- vii. Concurrent Users. In the event that the Agreement specifies that any Software may be used by Concurrent Users, Buyer may install one instance of such Software on the designated host server as specified in the Agreement for concurrent and simultaneous use and/or access by such number of Concurrent Users set forth in the Agreement. Buyer shall ensure that the number of Concurrent Users accessing such Software at any time shall not exceed such number set forth in the Agreement. Buyer must keep a record of all Authorized Users who are Concurrent Users.

B. Updates and Upgrades.

- i. Updates. Updates or Upgrades to any Software may be made available to Buyer pursuant to a separate agreement between Cellebrite and Buyer. Any particular Update or Upgrade shall be licensed under the terms of the Software that is being updated by such Update or Upgrade, as the case may be.
- ii. Limitation. Except as expressly provided in the Agreement, Buyer shall have no rights in any Update or Upgrade to Software, nor any rights to support services associated with such Software.
- iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Buyer or Buyer to accept such Updates or Upgrades. The provision of any Updates or Upgrades shall be governed by a separate agreement between Cellebrite and Buyer, or by a purchase order issued by Buyer and accepted by Cellebrite, in Cellebrite's sole discretion.
- iv. Trial License for Updates and Upgrades. Subject to the terms and conditions of this Agreement, Cellebrite hereby grants to Buyer, and Buyer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of an Update or Upgrade to Software, in executable form only, when provided by Cellebrite, and any accompanying Documentation, only for Buyer's internal use for a trial of such Update or Upgrade, as the case may be, in the Territory and only as authorized in the Agreement, for a period as specified by Cellebrite, but, in any case, no longer than sixty (60) days after Cellebrite provides such Update or Upgrade, subject to the restrictions in Section 2.E, 2.F and, if applicable, 2.D. Any time-limited license for any Software shall be subject to the foregoing license grant and such license may be issued at Cellebrite's sole discretion. Buyer agrees to provide to Cellebrite one or more email addresses at which Cellebrite can contact Buyer for communications from Cellebrite, including without limitation regarding Updates or Upgrades. Buyer shall provide Cellebrite with updated email address(es) each time such email address(es) change.

C. Specific License Terms for UFED Family of Products. The terms in this Section 2.C apply only to the UFED family of products (including without limitation UFED Touch, UFED 4PC, UFED TK, UFED CHINEX, Reader, UFED Ultimate, UFED Physical Analyzer, UFED Logical Analyzer, UFED Phone Detective, , UFED Cloud Analyzer, UFED InField Kiosk, UFED InField).

- i. Any use or operation of the Cellebrite UFED family of products in connection with any product and/or mobile device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User of the Cellebrite UFED family of products has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.

- ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO BUYER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE UFED FAMILY OF PRODUCTS IN CONNECTION WITH ANY PRODUCT AND/OR MOBILE DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.
 - iii. Buyer represents, warrants and covenants to Cellebrite that (a) only Users of Buyer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Cellebrite UFED family of products; (b) Users of Buyer shall only use any of the Cellebrite UFED family of products in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Buyer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.
- D. License Terms for Educational Use. If Buyer's purchase order or the Agreement indicates that Buyer is purchasing any Product and/or licensing any Software for educational use only, the following terms and conditions apply:
- i. Buyer hereby agrees not to use any Software which is licensed as being for educational use only for any purposes other than training of Buyer's employees, or, if Buyer is an accredited educational institution that is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any Law that replaces the same, for training of students who are full- or part-time students enrolled in a degree-granting program equivalent to a Bachelor's or higher degree.
 - ii. Unless otherwise agreed to in the Agreement, the prohibition regarding use of Products for training other than for training of Buyer's employees set forth in Section 2.F(n) shall continue to apply. Nothing in this EULA permits Buyer to use any trademarks of Cellebrite.
- E. No Right to Sublicense or Assign. Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided in this Section 2 is sublicensable, transferable or assignable by Buyer, including by operation of Law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Buyer shall be null and void.
- F. License Prohibitions. Notwithstanding anything to the contrary in this EULA, Buyer shall not, alone, through a User, an Affiliate or a Third Party (or allow a User, an Affiliate or a Third Party to): (a) modify any Software; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Software; (d) use any Software on a time sharing, service bureau, application service provider (ASP), software as a service (SAAS), cloud services, rental or other similar basis; (e) make copies of any Software, except as provided for in the license grant above; (f) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Software; (g) distribute any copy of any Software to any Third Party, including without limitation selling any Product in a secondhand market; (h) use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more

than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite; (i) disclose any results of testing or benchmarking of any Software to any Third Party; (j) use any Update or Upgrade beyond those to which Buyer is entitled or with any Software to which Buyer does not have a valid, current license; (k) deactivate, modify or impair the functioning of any disabling code in any Software; (l) circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms; (m) use any Software in violation of any applicable Law (including but not limited to any Law with respect to human rights or the rights of individuals) or to support any illegal activity or to support any illegal activity; (n) use any Software to violate any rights of any Third Party; (o) use any Product for any training purposes, other than for training Buyer's employees, where Buyer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing; or (p) attempt any of the foregoing. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

- G. Legal Exception. Buyer agrees that, to the extent that any applicable Law (including without limitation national laws implementing 2009/24/EC on the Legal Protection of Computer Programs) grants Buyer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before Buyer exercises any such rights, Buyer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Buyer; or (b) permit Buyer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Buyer's request, shall Buyer exercise its statutory rights.
- H. Network Usage. Buyer understands and agrees that Cellebrite may use Buyer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Buyer's computer and the Cellebrite license server.
- I. Third Party Software. Buyer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. Buyer shall comply with the terms and conditions applicable to any such Third Party Software, in addition to the terms and conditions of this EULA, including without limitation the following terms and conditions (to the extent applicable):
- i. Bing Maps – <http://go.microsoft.com/?linkid=9710837>;
<http://aka.ms/BingMapsMicrosoftPrivacy>
 - ii. OpenStreetMap – <http://www.openstreetmap.org/copyright>
- J. No Implied Licenses. Except for the express licenses set forth herein, Cellebrite does not grant any license to Buyer, whether by implication or otherwise.

K. Open Source Software.

- i. Software may use and/or be provided with third party open source software, libraries or other components (“Open Source Component”), including those detailed in the open source notices files separately conveyed to You. To the extent so stipulated by the license that governs each Open Source Component (“Open Source License”), each such Open Source Component is licensed directly to Buyer from its respective licensors and not sublicensed to Buyer by Cellebrite, and such Open Source Component is subject to its respective Open Source License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.
- ii. In the event that Buyer or another party on its behalf, modifies, replaces or substitutes any Open Source Component used in or provided with this Software, Buyer hereby fully, forever, irrevocably and unconditionally releases and discharges Cellebrite, its Affiliates and its and their employees, officers, directors, resellers, distributors and representatives (collectively, “Released Parties”) from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, covenants, liabilities, warranties, performance and maintenance and support obligations (collectively, “Released Claims”), of every kind and nature, with respect to such Software, including without limitation any such Released Claims that arise as a matter of applicable Law.
- iii. In the event that an Open Source License requires that the source code of its corresponding Open Source Component be made available to Buyer, and such source code was not delivered to Buyer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Buyer shall contact Cellebrite at support@cellebrite.com.

L. Personal Data. The parties acknowledge and agree that: (a) Within the scope of this Agreement, the Product is an on-premise solution used and operated solely by Buyer without the involvement of Cellebrite; (c) Cellebrite is not engaged in any processing of ‘personal data’ (as this term is used in Laws governing data privacy and data protection) that flows through the Product; and therefore (c) With respect to Cellebrite activities in the scope of this Agreement, Cellebrite is neither a ‘data controller’ nor ‘data processor’ (as these terms are used in Laws governing data privacy and data protection).

3. **OWNERSHIP** – Cellebrite (or its licensors) retains ownership of all right, title and interest in and to any Software and Documentation and any derivative works thereof, and all copies of the Software and/or Documentation. Nothing in this EULA constitutes a sale, transfer or conveyance of any right, title or interest in any Software and/or Documentation or any derivative works thereof. Notwithstanding anything to the contrary, all Software is licensed and not sold and any reference to a sale of Software shall be understood as a license to Software under the terms and conditions of the Agreement.

4. **CONFIDENTIALITY** – Buyer and/or Cellebrite may each disclose to the other proprietary marketing, technical or business information related to the subject of the Agreement (“Confidential Information”). Trade Secret (as defined below) of Cellebrite is Confidential Information of Cellebrite. Technical information relating to Software or Documentation and any Software or Documentation is Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked “confidential”, “proprietary” or the like to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

Pursuant to 18 U.S.C. §1833(b), Buyer shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Cellebrite’s Trade Secrets (as defined below) only if such disclosure is made: (i) in confidence to a Federal, State, or local government official or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In court proceedings claiming retaliation by Cellebrite for Buyer’s reporting a suspected violation of law, Buyer may only disclose Cellebrite Trade Secrets to Buyer’s legal counsel and may only use the Trade Secret information, if Buyer (i) files documents containing Trade Secrets under seal; and (ii) Buyer does not otherwise disclose Cellebrite Trade Secrets, except pursuant to a court order.

The term “Trade Secret” means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (a) Cellebrite has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

The receiving party shall: (a) hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information but at least reasonable care, (b) restrict disclosure and use of Confidential Information to employees (including any agents, contractors or consultants) with a need to know, and not disclose it to any other parties, (c) advise those employees, agents, contractors and consultants of their obligations with respect to Confidential Information, (d) not copy, duplicate, reverse engineer or decompile Confidential Information, (e) use Confidential Information only in furtherance of performance under the Agreement, and (f) upon expiration or termination of the Agreement, return all Confidential Information to the disclosing party or at the request of the disclosing party, destroy such Confidential Information.

The receiving party shall have no obligation regarding Confidential Information that: (u) was previously known to it free of any confidentiality obligation, (w) was independently developed by it, (x) is or becomes publicly available other than by unauthorized disclosure, (y) is disclosed to third parties by the disclosing party without restriction, or (z) is received from a third party without violation of any confidentiality obligation.

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement

at the disclosing party's expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure, access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

In the event that the Agreement has provisions relating to protecting the confidentiality of disclosures under the Agreement, this Section 4 shall be of no force and effect.

5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.

- A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and "damages" shall be deemed to refer collectively to all injury, damage, loss or expense incurred.
- B. Exclusive Remedies. Cellebrite's entire liability and Buyer's exclusive remedies against Cellebrite for any damages caused by any Product or Software defect or failure, or arising from the performance or non-performance of any obligation hereunder, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:
- i. For bodily injury or death to any person proximately caused by Cellebrite, Buyer's direct damages; and
 - ii. For claims other than as set forth above, Cellebrite's liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Buyer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.
- C. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS EULA, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.
- D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN BUYER.
- E. Third Party Software Liability. Notwithstanding anything to the contrary in this EULA, Cellebrite shall not be liable to Buyer or any User for any damages due to use of any Third Party Software. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall govern and apply with respect to the use of each such Third Party Software.

6. **BUYER INDEMNITY** – To the maximum extent permitted by applicable Law, Buyer shall, at its expense: (i) indemnify and hold Cellebrite and its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers harmless from and against any damages, claim, liabilities and expenses (including without limitation legal expenses) (whether brought by a Third Party or an employee, consultant or agent of Buyer's) arising out of any (a) misuse or use of any Product or Software furnished under the Agreement in a manner other than as authorized under this EULA, including without limitation using the Product or Software in a manner that violates applicable Law including without limitation a person's Fourth Amendment rights under the United States Constitution (or its equivalent in the Territory), (b) modifications to the Products or Software made by or on behalf of Buyer without prior written authorization of Cellebrite or its Affiliates; (c) Buyer's combination of any Products or Software with other products or software, without prior written authorization of Cellebrite or its Affiliates, including without limitation any installation of any software on any Product; (d) Buyer's combination or operation of the Software in connection with a third-party product, software or service; (e) misappropriation of a person's list of contacts or other personal information, (f) failure to obtain consents and approvals required by applicable Law for the use of any of the UFED family of products in connection with a Third Party product and/or mobile device, as required under Section 2.C hereof or (g) use of any Product or Software furnished under the Agreement in breach of or to violate the terms of service, terms of use or other agreement with a Third Party; (ii) reimburse Cellebrite for any expenses, costs and liabilities (including without limitation legal expenses) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.
7. **CELLEBRITE INDEMNITY** – Cellebrite will, at its expense: (i) indemnify, defend and hold Buyer and its Affiliates and its and their officers and directors harmless from any claim (whether brought by a Third Party or any customer of Buyer) to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Buyer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Buyer and attributable to such claim.

In addition, in connection with satisfying its obligations hereunder, Cellebrite shall have the right, at any time and at its option and expense to: (a) procure for Buyer and/or its customers the right to continue using such Software, or any Product on which such Software is embedded; (b) replace or modify any such Software, or any Product on which such Software is embedded, provided or to be provided, to be free of such infringement; or (c) require return of such Software, or any Product on which such Software is embedded, and refund the purchase price or license price depreciated on a straight-line basis over a three (3) year period from the delivery date.

Notwithstanding the foregoing, (A) Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item; (B) the maximum liability of Cellebrite in relation to any such claims under this Section 7 shall not exceed the amounts paid by Buyer to license any Software for which such infringement claim was filed or purchase Products including such Software in the then-previous twelve (12) months; and (C) in the event that there are any other indemnification obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

Cellebrite's obligations under this Section 7 are conditioned upon: (1) Buyer giving Cellebrite prompt written notice (within no more than thirty (30) days) after any such claim, unless Cellebrite would not be materially prejudiced thereby; (2) Cellebrite having complete control of the defense and settlement of such claim; (3) Buyer cooperating fully with Cellebrite to facilitate the defense or settlement of such claim; and (4) Buyer's substantial compliance with the Agreement.

The sale of any Product by Cellebrite shall not in any way confer upon Buyer, or upon anyone claiming under Buyer, any license (expressly, by implication, by estoppel or otherwise) under any patent claim of Cellebrite or others covering or relating to any combination, machine or process in which such Product is or might be used, or to any process or method of making such Product.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY AND OBLIGATION OF THE PARTIES HERETO FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

8. WARRANTY

- A. Hardware Warranty. Subject to Buyer's compliance with the Agreement, Cellebrite warrants to Buyer that each Product, but not Software, related services or prototypes of any such Product, shall be materially in conformance with the written specification furnished or agreed to by Cellebrite for six (6) months after delivery (the "Warranty Period"). If any failure to materially conform to such specification ("Defect") is suspected in any Product during the Warranty Period, Buyer, after obtaining return authorization information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyze the failures, making use, when appropriate, of technical information provided by Buyer relating to the circumstances surrounding such failures. Cellebrite will verify whether any Defect appears in the applicable Product. If a returned Product does not have a Defect, Buyer shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at Cellebrite's sole option, either repair or replace the defective Product with the same or equivalent Product without charge or, if such repair or replacement has not occurred by the forty fifth (45th) day following Cellebrite's receipt of the returned Product, credit or refund (at Buyer's option) the purchase price within ten (10) days after such forty fifth (45th) day; provided: (i) Buyer notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Buyer knows or reasonably should know of the claimed Defect, (ii) the claimed Defect actually exists, and (iii) the Defect appears within the Warranty Period. Cellebrite shall deliver any replacement Product to Buyer (Ex Works Cellebrite's loading dock, Incoterms 2010). Any replaced Product or replaced parts of any Product shall become Cellebrite's property. In no event shall Cellebrite be responsible for de-installation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty are warranted to be free from Defects as set forth above with respect to any Defect that appears (i) within three (3) months after the date of repair or replacement or (ii) prior to the expiration of the original Warranty Period, whichever is later.
- B. Touch Screen Exclusion. Notwithstanding Section 8.A, the Warranty Period for the touch screen of any Product with a touch screen is the period from the date of Buyer's initial receipt of the Product until thirty (30) days after such date.

- C. Warranty of Title. Cellebrite warrants to Buyer that any title conveyed hereunder (excluding Software) shall be good and its transfer rightful, and that the Products delivered under this EULA shall be free from any liens, encumbrances and restrictions.
- D. Software Warranty. Cellebrite warrants to Buyer that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformity with its Documentation. As Buyer's sole and exclusive remedy, Cellebrite will, at its sole expense, in its sole discretion and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty.
- E. Third Party Software Warranty. Notwithstanding anything to the contrary in this EULA, Cellebrite does not provide any warranty with respect to any Third Party Software. The warranty under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall govern and apply with respect to each such Third Party Software warranty.
- F. Exclusions. Notwithstanding anything to the contrary in this warranty, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to defects in Products or Software in the following cases: (a) Buyer's misuse, damage or unauthorized modification of any Products or Software; (b) Buyer's combination of any Products or Software with other products or software, other than as authorized in writing by Cellebrite, including without limitation any installation of any software on any Product without Cellebrite's prior written approval; (c) placement of any Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Buyer; (d) Buyer's intentional or negligent actions or omissions, including without limitation physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including without limitation ordinary wear and tear, cracks or scratches; (f) for any Product with a touch screen, any defect in such a touch screen after thirty (30) days after the date of receipt of such Product, or any defect caused in a touch screen by Buyer's negligence or willful misconduct; (g) maintenance of any Product or Software in a manner that is contrary to specific written instructions provided by Cellebrite to Buyer; (h) a usage of a product or service not provided, authorized or approved by Cellebrite for use with any Product or Software; (i) any repair services not authorized or approved by Cellebrite; (j) any design, documentation, materials, test data or diagnostics supplied by Buyer that have not been authorized or approved by Cellebrite; (k) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS"); (l) any Third Party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (m) any damage to a Third Party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (n) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (o) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorized by an agreement between Cellebrite and Buyer; (p) any prejudicing of Cellebrite's ability to repair a defect caused by Buyer's failure to promptly notify Cellebrite in writing of such Defect; or (q) any Product or Software that has been resold or otherwise transferred to a Third Party by Buyer (each of (a)-(q), an "Excluded Item"). Without limiting the foregoing, Cellebrite's obligations under the warranty provided hereunder are conditioned upon Buyer's compliance with the terms of the Agreement.

- G. Limitation. Without limiting the foregoing, Cellebrite does not warrant that (i) the operation of any Software and/or Product will be error-free; (ii) all defects in any Software and/or Product will be corrected; or (iii) any Software may not operate on hardware or operating systems or in conjunction with other software other than as expressly specified in the Documentation or approved by Cellebrite in writing.
- H. Warranty Limitations. EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS AFFILIATES, AND ITS AND THEIR SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER IS COMMERCIALY FEASIBLE, TO CREDIT OR REFUND (AT BUYER'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND PRODUCT REMAINS WITH BUYER.
- I. Repaired or Replaced Products. Before returning a Product for service, Cellebrite recommends that Buyer back up any data contained in such a Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, OR LOSS OR CORRUPTION OF, ANY RECORDS, PROGRAMS OR OTHER DATA RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

9. **DISABLING CODE**

- A. Disabling Code. Software may be provided to Buyer with code that allows Cellebrite to disable such Software. Any Updates or Upgrades to Software may include disabling code. Cellebrite agrees not to invoke such disabling code except as provided for in Section 9.B, without Buyer's prior consent, which may be given by telephone or email.
- B. Invocation of Disabling Code. In addition to the invocation of disabling code when Cellebrite has received Buyer's consent described in Section 9.A, Cellebrite may, at its option, invoke disabling code in Cellebrite's Software without receiving Buyer's consent: (i) if in Cellebrite's sole, reasonable discretion, Cellebrite believes that such Software has been, is being or will be used in violation of Laws; (ii) if Cellebrite is required to do so, because of a court or regulatory order; (iii) if Buyer has not paid an outstanding invoice more than sixty (60) days after such invoice is due; or (iv) if Buyer has used the Software other than as authorized by Buyer's license. Cellebrite shall have no liability to Buyer for any good faith invocation of any such disabling code.

10. **TERM AND TERMINATION**

- A. Term. The term of this EULA is while any Software is under Buyer's control or possession. Notwithstanding the foregoing, (i) the license to any Software may be terminated by Cellebrite if Buyer has not paid any invoice sixty (60) days after such invoice is due; and (ii) the license to any Software is only during the License Term applicable to such Software. The License Term shall be determined in a separate agreement between Cellebrite and the Buyer.

- B. Termination. Cellebrite shall have the right to terminate this EULA upon thirty (30) days' prior written notice to Buyer if Buyer has not cured any material breach of this EULA by the end of such thirty (30) day notice period. Upon termination of this EULA for any reason, (i) Buyer shall be responsible for payment for all purchase orders delivered to Buyer by Cellebrite before the effective date of termination; and (ii) Buyer shall destroy all copies of any Software under Buyer's control or possession.
- C. Survival. The provisions of Sections 1, 2.C, 2.E, 2.F, 2.H, 2.I, 3, 4, 5, 6, 9, 10.C, and 11-15 of this EULA shall survive any termination in accordance with their terms. In addition, any purchase order accepted by Cellebrite prior to the effective date of termination shall survive in accordance with its terms.

11. CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE

- A. Choice of Law; Jurisdiction. Any dispute or claim relating to this EULA shall be solely and exclusively resolved in the applicable courts of the country of incorporation of the Cellebrite entity that sold the Product to Buyer (and, in the case of sales or licenses in the United States of America, in the federal or state courts located in New Jersey). Buyer hereby acknowledges and agrees that Cellebrite shall be entitled, at its sole and absolute discretion, to initiate any dispute or claim against Buyer in any jurisdiction as permitted by applicable Law, including without limitation with respect to any application for injunctive remedies (or an equivalent type of urgent legal relief), without any reference to the place of incorporation of the applicable Cellebrite entity.

The Laws governing this EULA shall exclusively be the Laws of the country of incorporation of the Cellebrite entity that sold any Product or licensed any Software to Buyer (and, in the case of sales or licenses in the United States of America, the Laws of the State of New York), without giving effect to any choice of Law rules that would result in the application of any Law of any other jurisdiction or to the United Nations Convention for the International Sale of Goods, except that sales or licenses in the United States of America shall not exclude the application of General Obligations Law 5-1401. The Uniform Computer Information Transactions Act shall not apply to this Agreement, in the event that it is passed in the jurisdiction set forth above.

- B. Governing Language. The parties hereto have required that this EULA be drawn in the English language, and that the English language version shall control over any translations thereof. If Buyer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette EULA soient rediges en anglais.
- 12. ASSIGNMENT** – Neither party may assign its rights and obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this EULA to any Affiliate of the other or to an acquirer (by purchase, merger or otherwise) of all or substantially all of such party's business or assets relating to this EULA, provided that (i) the assignee promptly notifies Cellebrite and agrees in writing to Cellebrite to be bound by the terms and conditions of this EULA, (ii) neither the assignor nor assignee are in default hereunder. Any attempted assignment other than as permitted herein shall be null and void.
- 13. NO-WAIVER** – No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

14. **ENTIRE AGREEMENT** – The terms and conditions contained in this EULA supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this EULA, except as provided for in the preamble to this EULA regarding the order of precedence. This EULA may not be modified or amended except by a writing signed by Buyer and Cellebrite.

15. **CONSTRUCTION; SEVERABILITY** – The headings used in this EULA are for reference purposes only and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision hereof. If any provision or part hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such provision or part hereof shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such provision or part hereof, it shall be severed herefrom, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect unless such severance effects such a material change as to render the EULA unreasonable. In case of any inconsistency between this EULA and any other agreement, document and/or instrument entered into by Buyer and Cellebrite, the terms of this EULA shall prevail, except to the extent of the order of precedence set forth above.

Release Date: July 18, 2018

Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany New Jersey 07054
 United States



Digital intelligence
 for a safer world

Tel. +1 201 848 8552
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059
 DUNS: 033095568
 GAGE: 4C9Q7
 Company Website: <http://www.cellebrite.com>

Quote

Quote# Q-55851-1
 Date: Oct 09, 2018

Bill To
 Biloxi Police Department
 PO BOX 429
 Biloxi, Mississippi 39533
 United States
Contact: Aaron Allen
Phone: 2284356123

Ship To
 Biloxi Police Department
 170 Porter Ave
 Biloxi, MS 39530
 United States
Contact: Aaron Allen
Phone: 2284356123

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00065243	Nov 08, 2018	Net 30	USD	John Keenan

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price	Unit Price
A-SOW-07-023	UFED Touch Ultimate SW renewal	1	Oct 28, 2018	Oct 27, 2019	7202674.846039898	USD 3,400.00	USD 3,400.00	0.00
UFED Touch Ultimate SW renewal								

SubTotal	USD 3,400.00
Shipping & Handling	USD 0.00
Sales Tax (0.00%)	USD 0.00
Total	USD 3,400.00

Comments:

For further information please email John Keenan at John.Keenan@cellebrite.com or call 973.206.7631

Terms and conditions:

- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA ; Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.

Cellebrite has two different terms of sale.

Any purchase of unlocking services are governed by <http://legal.cellebrite.com/CB-us-us/index.html>.

Any purchase of UFED Prentium are governed by <http://legal.cellebrite.com/home/usa-ufed-use-agreement-01292018.pdf>.

Any other purchases of products or services, including training, are governed by <http://legal.cellebrite.com/us/index.html>.

In addition to these terms, software is licensed by Cellebrite in accordance with an end user license agreement available at <http://legal.cellebrite.com/End-User-License-Agreement.htm>.

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Quote Number: Q-55851-1
 Prepared by: John Keenan
 Page 1 of 2



Please include the following information on your PO for Celebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality