

AMENDMENT #1 TO AGREEMENT A -13057

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY & CELLEBRITE INC.

THIS AMENDMENT is made to the AGREEMENT A-13057 by and between **CELLEBRITE INC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services, extend the term of the AGREEMENT and to increase the total amount of the AGREEMENT due to the addition of services and the extended length of the AGREEMENT.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. EXHIBIT A – Scope of Services shall be amended by adding additional services, extending the term of the agreement, and increasing the total amount of the agreement as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on February 23, 2016.

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AMENDMENT #1 TO AGREEMENT A -13057

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

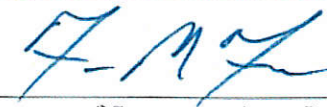
Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: 
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: 9-18-17

Francis Felice, CFO
Printed Name and Title

Approved as to Liability Provisions:

Dated: Aug. 3, 2017

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: 9/14/17

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Cellebrite Inc. Board Agreement A-13057
Non-Standard Vendor Contract -Information Technology
Term: 02/23/2016 to 04/01/2019
Amount: \$43,000.00

EXHIBIT-A1 to Agreement A-13057

EXHIBIT-A1

To Agreement A-13057 by and between Monterey County Sheriff's Office, hereinafter referred to as "County" AND Cellebrite Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide Software and Hardware support for the units, as outlined in the End User License Agreement (EULA) attached, for the following Units:

*UFED 4PC Ultimate Serial Number: 1591001501

*UFED 4PC Ultimate Serial Number: 550791655

**UFED stands for Universal Forensic Extraction Device. These units can unload and unlock data contained on electronic devices such as cell phones, tablets, drives so that data can be used by internal investigative staff.*

- A.2 CONTRACTOR shall inform County and supply to County upgrades to product as outlined in the EULA agreement.

- A.3 The Term of this agreement shall be from 02/23/2016 to 04/01/2019 which allows for synchronization of all license end dates.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$43,000 for the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Software and Hardware support as outlined in the End user license agreement for the two Universal Forensic Extraction Device (UFED) units listed above, through and to April 1, 2019.

Vendor: Cellebrite Inc. Board Agreement A-13057
Non-Standard Vendor Agreement- Information Technology
Amount: \$43,000.00
Term: 02/23/2016 to 04/01/2019

EXHIBIT-A1 to Agreement A-13057

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall be made at renewal date or date of any additional chargeable service. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to materially and satisfactorily comply with any term or condition of this Agreement; provided that CONTRACTOR receive a period of time of no less than thirty (30) days to cure any such deficiencies that County perceives and notice thereto.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Vendor: Cellebrite Inc. Board Agreement A-13057
Non-Standard Vendor Agreement- Information Technology
Amount: \$43,000.00
Term: 02/23/2016 to 04/01/2019

Cellebrite Renewal / Trade In Quote #CB-66904

Prepared by Joe Paolino
Account Executive - Cellebrite Inc. O: 973-206-7736 M: 973-647-9250
Joseph.Paolino@cellebrite.com | www.cellebrite.com

Submitted by:

Det. Shaheen Jorgensen

02/23/2017

The following quote that is valid until 03/24/2017, was prepared to update the (3) Cellebrite UFED products currently in possession of this agency. Those products are;

1. UFED 4PC (Room 214C) with UFED Analytics, Cloud Analyzer, Physical Analyzer, and Phone Detective modules;
A: UFED 4PC Dongle # 1087545274
B: Cloud Analyzer Dongle # 1980841953
C: UFED Analytics dongle # 1372986358

Expiration 04/01/2019

**Special note: These products can be re-evaluated for renewal in August 2018 and adjust the expiration date at that time to 08/01 to coincide with the other licenses....*

COST: \$0

2. UFED Touch Ultimate (Investigations) with Physical Analyzer and Phone Detective modules;
A: Dongle # 1642359648 *Active license with expiration of 07/05/2017
B: UFED SN# 5934169 *Active license with expiration of 07/05/2017
C: **To be traded in for upgrade to UFED 4PC with PA and PD modules**
D: *Proposed expiration of 08/01/2018*

COST: \$3,000 Upgrade to UFED 4PC (*Normal cost \$12,000)
\$3,959 License renewal for 07/06/2017-08/01/2018 ✓

3. UFED Touch Rugged with Physical Analyzer and Phone Detective modules;
A: Dongle # 1509150882 *Expired 09/27/2016
B: UFED SN# 5911159 *Expired 09/27/2016
C: **To be traded in for upgrade to UFED 4PC with PA and PD modules**
D: ***This unit needs to be reactivated before trade in can occur~***

E: *Proposed expiration of 08/01/2018*

COST: \$3,000	Upgrade to UFED 4PC (*Normal cost \$12,000)
\$1,768	Activation fee for 09/27/ 2016 to 04/01/2017
\$3,256	License renewal for 09/27/2017-08/01/2018

***This unit will not activate until 09/17/2017. Doing so netted a savings of \$1,500. If needed this unit can be activated earlier at a prorated cost.*

4. Shipping & Handling fee \$170

TOTAL: \$15,153.00

Please refer to the attached 2 page proposal document

Respectfully submitted,

Shaheen Jorgensen



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13057

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas, and carried by those members present, the Board of Supervisors hereby:

- a. Approved and Authorized the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to sign a Non-Standard Information Technology Agreement with Cellebrite, Inc. to purchase grant funded equipment and two years of software maintenance for the Sexual Assault Felony Enforcement (SAFE) program in the amount of \$27,642; and
- b. Authorized a modification of the County standard insurance language as recommended by the Sheriff/Coroner; and
- c. Authorized the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to sign up to two (2) amendments to the agreement where the amendment does not significantly change the scope of work, and the amendments in total do not exceed the amount of \$3,000 for a total cumulative not to exceed contract amount of \$30,642.

PASSED AND ADOPTED on this 23rd day of February 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on February 23, 2016.

Dated: February 25, 2016
File ID: 16-170

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By

Deputy

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING CELLEBRITE-SUPPLIED SOFTWARE (AS PART OF A PRODUCT OR STANDALONE) CONSTITUTES 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 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") 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 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 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 stick with embedded License Authorization Software.

“Authorized Users” means the number of Users that Buyer is licensed to have access to the applicable Software.

“Cellebrite” means (i) Cellebrite Mobile Synchronization Ltd., an Israeli corporation with offices at 94 Em Hamoshavot Road, Petach Tikva, Israel 49130 or (ii) the subsidiary of Cellebrite Mobile Synchronization Ltd. (including without limitation Cellebrite Inc., Cellebrite GmbH, Cellebrite APAC PTE Ltd. or Cellebrite Ltda.), which has an agreement with Buyer and issues invoices to Buyer with respect to any Software and/or Product, as applicable.

“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. “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.

“Product” means a product (Hardware and Software) sold by Cellebrite or an authorized reseller of Cellebrite. The term “Product” includes without limitation the UFED family of products, the UME family of products and the Cellebrite Touch family of products. “Product” does not include Authorization Products.

“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 cellular phones 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, Cellebrite hereby grants to Buyer, and Buyer accepts, upon delivery of any Software, during the License Term a non-exclusive, non-transferable license to (i) use each copy of such Software, in executable form only, provided by Cellebrite, 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, subject to the restrictions in Section 2.E, 2.F and, if applicable, 2.D; (ii) only allow a number of Users to use the Software that is equal to or less than the number of Authorized Users specified in the Agreement, even if available on a higher number of computer systems; (iii) make a reasonable number of copies of Software, other than Embedded Software, for use only as licensed in this EULA, though in no case more than the number of Authorized Users; and (iv) make one (1) copy of Software, other than 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.

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 seven (7) 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 Logical, UFED Ultimate, UFED Physical Analyzer, UFED Logical Analyzer, UFED Phone Detective, UFED Link Analysis).

- i. Any use or operation of the Cellebrite UFED family of products in connection with any product and/or cellular 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 CELLULAR 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 trade marks 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), rental or other similar basis; (e) make copies of any Software, except as provided for in the license grant above; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Software; (f) distribute any copy of any Software to any Third Party, including without limitation selling any Product in a secondhand market; (g) 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; (h) disclose any results of testing or benchmarking of any Software to any Third Party; (i) 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; (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) 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 (o) 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 EC Directive 91/250 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>
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"). 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.

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:

- ii. For bodily injury or death to any person proximately caused by Cellebrite, Buyer's direct damages; and
- iii. 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) 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) misappropriation of a person's list of contacts or other personal information, (c) 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 cellular device, as required under Section 2.C hereof or (d) 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.

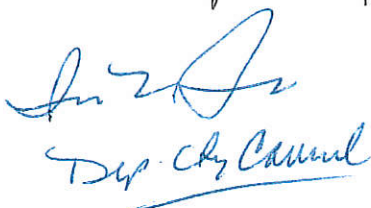
The laws governing this EULA shall exclusively be the Laws of the country of incorporation of the Cellebrite entity that sold any Product or licensed any Software to Buyer (and, in the case of sales or licenses in the United States of America, the Laws of the State of New York), without giving effect 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. 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 redigés 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. **NON-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: March 16, 2015


SIGNATURE AUDITOR CONTROLLER 2-11-15


Dep. City Council

ActiveUS 133888744v.5

SIGNATURE COUNTY COUNSEL



Francis Felice
VP Finance
12/2/2015

EXHIBIT-A

**To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Cellebrite, Inc., hereinafter referred to as "CONTRACTOR"**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide one (1) UFED-4PC-PRO-CLX unit, including:
Cable and Power Tips Organizer
USB Flash Drive
UFED Cleaning Brush
Memory Card Reader
UFED Cloud Analyzer Perpetual
Forensic Link Analysis – W UFED 4PC
Physical USB Dongle
UFED Multi SIM Adapter
Universal Forensic Extraction Device UFED for PC
UFED 4PC Ultimate with Link Analysis and Cloud Software Support subject to tax if deemed taxable by Monterey County. Fee for software support may not exceed \$10,084 over a two (2) year period.

A.2 CONTRACTOR shall produce the following deliverables by the dates indicated below:

Purchased product shall be received within 15 days of Purchase document receipt.

All written reports required under this Agreement must be delivered to Commander Matt Luther, County's Contract Manager, in accordance with the schedule above.

A.3 The Term of this agreement is from 11/01/2015 to 10/31/2017, unless otherwise amended by both parties.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$27,642 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Purchase of UFED Unit	\$17,558.00
2 Years Software Support	Not to exceed \$10,084.00

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable. For services rendered in June of each year, billing must be received by July 15th (the following month) to facilitate County's year end close process.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractor.