12

SINGLE SOURCE AWARD **BID # SS-13945-23**

Subject: CELLEBRITE PATHFINDER ENTERPRISE SUBSCRIPTION, UFED 4PC ULTIMATE SOFTWARE RENEWAL, PREMIUM ES SOLUTIONS, NEW 4PC LICENSES, AND GUARDIAN USER SUBSCRIPTION.

Department: JACKSONVILLE SHERIFF'S OFFICE

Description of Purchase:
Recommend approval of a Single Source award to Carahsoft Technology Corporation for Cellebrite Pathfinder Enterprise Subscription, UFED 4PC Ultimate Software Renewal, Premium Solutions, New 4PC Licenses, and Guardian User Subscription for the Jacksonville Sheriff's Office. Period of service is for a five (5) year period from April 1, 2023 through March 31, 2028. Total award expenditure amount not-to-exceed $2,520,125.39 with expenditure amount for the first year being $1,066,702.07.

Funding Source: 11415.194094.546620.010349.00000000.00000.0000000 - To be executed by formal contract through the Office of General Counsel and processed by Purchase Order.

Single Source Award To: Carahsoft Technology Corporation

Price Justification: See attachment

Total Award: $2,520,125.39 **Requisition #:** IHIN-500045-23

Attachments: Agency Memo, Single Source Form, Supplier Letter/Quote, SaaS Terms of Service Agreement

Certification as to Single Source: Mark Ramano, Director of Investigation & Homeland Security

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

T.K. Waters, Sheriff

Serve • Protect • Community

To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Mark Romano
Director of Investigations & Homeland Security

Subject: Single Source Award – Carahsoft for Cellebrite, Inc.

Date: March 6, 2023

The Jacksonville Sheriff's Office is requesting a single source award with Carahsoft for Cellebrite Pathfinder Enterprise Subscription, UFED 4PC Ultimate Software Renewal, Premium ES Solution, New 4PC Licenses, and Guardian User Subscription for a five (5) year period from April 1, 2023, through March 31, 2028. The total not to exceed expenditure amount is $ 2,520,125.39. The expenditure amount for the first year is $1,066,702.07 from account code 11415.194094.546620.010349.00000000.

				Annual Total
Year 1	$ 835,951.32	$ 130,600.75	$ 100,150.00	$ 1,066,702.07
Year 2	$ 149,462.17	$ 113,893.66	$ 100,000.00	$ 363,355.83
Year 3	$ 149,462.17	$ 113,893.66	$ 100,000.00	$ 363,355.83
Year 4	$ 149,462.17	$ 113,893.66	$ 100,000.00	$ 363,355.83
Year 5	$ 149,462.17	$ 113,893.66	$ 100,000.00	$ 363,355.83
Grand Total				$ 2,520,125.39

Attached are the quotes from Carahsoft, the single source Justification for Single Source forms and the single source documents from Cellebrite. Also included is the Cellebrite General Terms and Conditions, General Terms and Conditions, End User License Agreement, Cellebrite Pathfinders Addendum, Training Term and Conditions and the SaaS Terms of Service agreement, which we are requesting be processed through the Office of General Council. The purchases will be processed via purchase order agreement (POA) releases.

Please let me know if you need any additional information.

GOVERNMENT - PRICE QUOTATION

Cellebrite

CARAHSOFT TECHNOLOGY CORP

carahsoft

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: David Coarsey
Violence Reduction Section Jacksonville Sheriff's Office
501 E Bay St
Jacksonville, FL 32202 USA

EMAIL: david.coarsey@jaxsheriff.org

PHONE: (904) 255-4069

FROM: Meagen Hansen
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Meagen.Hansen@carahsoft.com

PHONE: (571) 662-3812 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	33331396
QUOTE DATE:	02/24/2023
QUOTE EXPIRES:	03/31/2023
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$1,433,800.00
TOTAL QUOTE:	$1,433,800.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	S-UFD-16-014	Pathfinder Enterprise Subscription Number of users =Unlimited Number of extractions =5000 Cellebrite Inc. - S-UFD-16-014 Start Date: 04/01/2023 End Date: 03/31/2024	$656,000.07	OM	1	$656,000.07
2	S-UFD-16-014	Pathfinder Enterprise Subscription Number of users =Unlimited Number of extractions =5000 Cellebrite Inc. - S-UFD-16-014 Start Date: 04/01/2024 End Date: 03/31/2028	$652,799.93	OM	1	$652,799.93
3	S-UFD-04-023	Pathfinder Installation and Knowledge Transfer Cellebrite Inc. - S-UFD-04-023	$65,600.00	OM	1	$65,600.00
4	U-TRN-04-094	ILT CPT - Cellebrite Pathfinder Training Cellebrite Inc. - U-TRN-04-094	$1,320.00	OM	45	$59,400.00
		SUBTOTAL:				$1,433,800.00
			TOTAL PRICE:			**$1,433,800.00**
			TOTAL QUOTE:			**$1,433,800.00**

GOVERNMENT - PRICE QUOTATION

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carahsoft

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE

Billing Schedule Details:
Agency agrees to issue contract or purchase order for the full 5 year term amount, invoicing will only occur annually.
YEAR 1: $835,951.32
YEAR 2: $149,462.17
YEAR 3: $149,462.17
YEAR 4: $149,462.17
YEAR 5: $149,462.17

GOVERNMENT - PRICE QUOTATION

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TO: David Coarsey
Violence Reduction Sect on Jacksonville Sheriff's Office
501 E Bay St
Jacksonville FL 32202 USA

FROM: Meagen Hansen
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: david.coarsey@jaxshenff.org

PHONE: (904) 255-4069

EMAIL: Meagen.Hansen@carahsoft.com

PHONE: (571) 662-3812 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Dest nation
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	33331445
QUOTE DATE:	02/16/2023
QUOTE EXPIRES:	03/31/2023
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	$586,005 39
SHIPPING AMOUNT:	$170 00
TOTAL QUOTE	$586,175 39

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		UFED 4PC ULTIMATE SOFTWARE RENEWAL YEARS 1-5				
1	B-UFD-10-001	UFED 4PC Ultimate Subscription Cellebrite Inc. - B-UFD-10-001 Start Date: 02/11/2024 End Date: 03/31/2028 : 1519589816, 897970630,	$20,175.13	OM	3	$60 525.39
		UFED 4PC ULTIMATE SOFTWARE RENEWAL YEARS 1-5 SUBTOTAL:				$60 525.39
		PREMIUM ES SOLUTION				
2	U-AIS-02-083	Premium ES Unlimited EVS Subscription Cellebrite Inc. - U-AIS-02-083 Start Date: 04/01/2023 End Date: 03/31/2028	$394,000.00	OM	1	$394 000.00
3	U-AIS-02-086	Premium ES Unlimited End Point Subscription Attributed to line #1 Cellebrite Inc. - U-AIS-02 086 Start Date: 04/01/2023 End Date: 03/31/2028 : 1519589816, 897970630, 994161250	$14,000.00	OM	5	$70 000.00
4	U-AIS-02-105	Cellebrite Premium Adapter Attributed to line #1 Cellebrite Inc. - U-AIS-02-105	$800.00	OM	5	$4 000.00
5	U-AIS-04-001	Advanced Access OnSite Workshop - Type A Cellebrite Inc. - U-AIS-04-001	$7,600.00	OM	1	$7 600.00

GOVERNMENT - PRICE QUOTATION

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carahsoft

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		PREMIUM ES SOLUTION SUBTOTAL				$475,600.00
		NEW 4PC LICENSES				
6	B-UFD-10-001	**UFED 4PC Ultimate** Subscription Cellebrite Inc. - B-UFD-10-001 Start Date: 04/01/2023 End Date: 03/31/2028	$24,400.00	OM	2	$48,800.00
7	F-KAS-10-001	UFED Dongle Kit Attributed to line #5 Cellebrite Inc. - F-KAS-10-001	$60.00	OM	2	$120.00
8	F-UFD-05-003	**UFED 4PC HW Kit** Attributed to line #5 Cellebrite Inc. - F-UFD-05-003	$480.00	OM	2	$960.00
		NEW 4PC LICENSES SUBTOTAL:				$49,880.00
		SUBTOTAL:				$586,005.39
			TOTAL PRICE:			$586,005.39
			SHIPPING AMOUNT			$170.00
			TOTAL QUOTE:			$586,175.39

Billing Schedule Details: Agency agrees to issue contract or purchase order for the full 5 year term amount, Invoicing will only occur annually.
YEAR 1: $130,600.75
YEAR 2: $113,893.66
YEAR 3: $113,893.66
YEAR 4: $113,893.66
YEAR 5: $113,893.66

GOVERNMENT - PRICE QUOTATION

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FROM: Meagen Hansen
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Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	33294536
QUOTE DATE:	02/16/2023
QUOTE EXPIRES:	03/18/2023
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$500,000.00
SHIPPING AMOUNT:	$150.00
TOTAL QUOTE:	$500,150.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	F-UFD-16-002	Guardian Barcode Reader Cellebrite Inc. - F-UFD-16-002	$0.00	OM	5	$0.00
		SUBTOTAL:				$0.00
		YEAR 1				
2	S-UFD-17-039	Guardian User Subscription Cellebrite Inc. - S-UFD-17-039 Start Date: 04/01/2023 End Date: 03/31/2024	$1,000.00	OM	100	$100,000.00
		YEAR 1 SUBTOTAL:				$100,000.00
		YEAR 2				
3	S-UFD-17-039	Guardian User Subscription Cellebrite Inc. - S-UFD-17-039 Start Date: 04/01/2024 End Date: 03/31/2025	$1,000.00	OM	100	$100,000.00
		YEAR 2 SUBTOTAL:				$100,000.00
		YEAR 3				
4	S-UFD-17-039	Guardian User Subscription Cellebrite Inc. - S-UFD-17-039 Start Date: 04/01/2025 End Date: 03/31/2026	$1,000.00	OM	100	$100,000.00

GOVERNMENT - PRICE QUOTATION

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carahsoft

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 3 SUBTOTAL:				$100,000.00
		YEAR 4				
5	S-UFD-17-039	Guardian User Subscription Cellebrite Inc. - S-UFD-17-039 Start Date: 04/01/2026 End Date: 03/31/2027	$1,000.00	OM	100	$100,000.00
		YEAR 4 SUBTOTAL:				$100,000.00
		YEAR 5				
6	S-UFD-17-039	Guardian User Subscription Cellebrite Inc. - S-UFD-17-039 Start Date: 04/01/2027 End Date: 03/31/2028	$1,000.00	OM	100	$100,000.00
		YEAR 5 SUBTOTAL:				$100,000.00
		SUBTOTAL				$500,000.00
			TOTAL PRICE:			$500,000.00
			SHIPPING AMOUNT:			$150.00
			TOTAL QUOTE:			$500,150.00

Billing Schedule Details: Agency agrees to issue contract or purchase order for the full 5 year term amount, invoicing will only occur annually.
YEAR 1: $100,150
YEAR 2: $100,000
YEAR 3: $100,000
YEAR 4: $100,000
YEAR 5: $100,000

Cellebrite Digital intelligence for a safer world

Date: January 10, 2022

TO WHOM IT MAY CONCERN,

This letter is to confirm that Cellebrite DI Ltd , acting through its United States-based subsidiary, Cellebrite Inc , is the **sole manufacturer** and developer of all Cellebrite products listed below in detail:

- **Cellebrite UFED Touch1 and Touch2, UFED Infield TK and UFED Infield Kiosk**
- **CMS, Cloud Analyzer, UFED4PC and Physical Analyzer**
- **Cellebrite UFED Premium**
- **Cellebrite Pathfinder Desktop, Cellebrite Pathfinder Teams, Cellebrite Pathfinder Enterprise**
- **Cellebrite "UFD" file, Cellebrite "UFDR" file**

Cellebrite Inc. was established in 1999 and is based in Parsippany, NJ and Vienna, VA, and is incorporated in the state of Delaware. Cellebrite Inc supports customers and users in the US, Latin America, Canada and Mexico. With more than 60,000 extraction licenses deployed in 150 countries. Cellebrite' s forensic extraction products have been deployed throughout the world, and our Cellebrite Pathfinder Products (Pathfinder Desktop, Pathfinder Teams and Pathfinder Enterprise) are extensions of these forensic extraction products. Our forensic extraction customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

The Cellebrite **Pathfinder Enterprise** product includes capabilities that are exclusive to Cellebrite and not available from any other company. No other Digital Evidence Intelligence Analytics product can natively ingest Cellebrite UFD files

This comprehensive package also allows for unique cross-case and multiple phone extraction analysis, such that key relationships can be discovered by extending searches to device extractions that are tied to other cases within the data base. Multiple filters can be activated simultaneously and can be set to enable the inclusion and exclusion of specific datasets for refinement of search. Further, a collaborative investigative approach is supported by the feature of tagging selected pieces of evidence and sharing them with other investigators or analysts whom are granted case access within the system. All these key data elements can be included in a forensic style report in an easy to read PDF, Word, or Excel format for the benefit of the Investigating Agents and Prosecutors to present in court.

Additional capabilities of interest include optical character recognition for enhanced text searches across pictures such as JPEG files, text extraction form documents such as Word, PDF, Excel, etc. and language identification for many languages, among them English, Spanish, German, French, Pashto, Urdu, Arabic, Farsi, Chinese, and Japanese languages and many more. These capabilities combined with the ability to automatically attribute various aliases to a specific individual make this analytics tool unique in the marketplace.

Cellebrite Inc., 8045 Leesburg Pike, Suite 220, Vienna, VA 22182
Tel: (703) 828-7854 • www.cellebrite.com

FINANCE & ADMINISTRATION DEPARTMENT, PROCUREMENT DIVISION

JUSTIFICATION FOR SINGLE SOURCE (JSS)	
Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.	
1. Requesting Agency:	Jacksonville Sheriff's Office (JSO)
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the City need these particular goods or services?***	Cellebrite Pathfinder Enterprise and Cellebrite Pathfinder Teams is a state-of-the-art multi-device analysis, such that key relationships can be discovered by extending searches to device extractions that are tied to other cases within the database. This product will allow detectives in various investigative units throughout the agency to quickly examine data extractions provided by CFIU and it will better assist with efforts to identify suspects.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	After conducting research Cellebrite Inc. and it's clearing house Carahsoft, is the only supplier of the Cellebrite Pathfinder product line. Cellebrite is the sole manufacturer and developer of this product.
4. Date of Request	11/7/2022

5. Summary of Market Research

Market research conducted by Sgt. J.B. Waddell with CFIU. Contacted Cellebrite to determine who they allow to sell their products and if there are any authorized retailers of the product. Cellebrite Inc. and it's clearing house Carahsoft are the only authorized vendors of this product.

6. Other Documentation (Check and attach all that apply)

√ Supplier Quote

☐ Single Source Memo signed by Director

☐ Other [Click here to list other documentation.]

April 2022

TO WHOM IT MAY CONCERN,

This letter is provided to inform you that a **Sole Source justification** exists because the solution identified in this document, required to satisfy the Agency's needs, are only manufactured, developed or made available from Cellebrite Inc. This letter identifies Cellebrite Inc. As the sole Developer, and Manufacturer of respective items listed below in detail:

Cellebrite Premium & Premium Enterprise

Cellebrite Inc. was established in 1999 and is based in Parsippany, NJ and Vienna, VA, and is incorporated in the state of Delaware. Cellebrite Inc. supports customers and users in the US, Latin America, Canada and Mexico. With more than 60,000 extraction licenses deployed in 150 countries, Cellebrite' s forensic extraction products have been deployed throughout the world, and our Cellebrite Analytics Enterprise Product is an extension of these forensic extraction products. Our forensic extraction customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

Cellebrite Premium & Premium ES have capabilities that are exclusive to Cellebrite and not available from any other company. No other solution can unlock and extract leading Android vendors such as Samsung, LG, Huawei, Motorola, Sony, Google and others in addition to Apple iOS devices. As Mobile devices play a major role during investigations, Cellebrite Premium technology provides Law Enforcement personnel access to the newest locked, encrypted, and updated Mobile devices. This capability enables the Law Enforcement to collect digital evidence such as phone logs, chat messages, emails, images and other information that is locked and encrypted.

Our competitive advantages include:

• **Access Locked and Encrypted leading mobile devices.** Cellebrite Premium & Premium ES supports Full File-System, User data extraction and Physical extraction from the widest range of iOS and Android

devices while bypassing, After-First-Unlocking or brute forcing the device passcode and other security measures. Cellebrite Premium is the only tool that provides both a Generic iOS and Generic Android devices in the same product. Premium support all the leading vendors in the market including Apple, Samsung, Huawei, Motorola, LG, OPPO, VIVO, Google, Sony, Xiaomi and many others.

In addition, Cellebrite Premium provide access (extraction and decoding) to leading Android secured containers such as Samsung secured folder, Huawei Private Space and Xiaomi 2nd Space.

• **Large, Established User Community.** Since 2007, Cellebrite has deployed more than 60,000 Cellebrite UFED in 100+ countries to support law enforcement, intelligence services, border patrols, military forces, public safety agencies and commercial organizations.

• **Industry's Broadest Device & App Support.** Cellebrite has the largest device inventory in the industry that holds more than 15K mobile devices from different vendors, OS, Locations and years. Cellebrite is purchasing dozens of devices each month from different countries to support customer's needs.

• **Forensically Sound Evidence Every Time.** Unlike competitors' "black box" third-party boot loaders or other tools, Cellebrite Premium uses custom-designed, read-only methods, which ensure forensically sound File-System and Physical extractions.

• **Technology and Research and Development (R&D) Leadership.** Cellebrite provides the mobile forensic industry's most comprehensive Android, Apple iOS, Blackberry, and Windows Mobile support. Cellebrite has a staff of 250+ engineers—the most of any mobile forensics' solution provider. We are committed to investing in the ongoing R&D to innovate around customer and market needs.

• **Best-in Class Training Ensures a Repeatable, Reproducible Mobile Forensics Process.** Open to all user levels, from beginners to advanced, Cellebrite certification training provides hands-on experience with Cellebrite products and applications, delivering the tools and knowledge required for evidence collection data analysis, searching, and reporting.

Sincerely,

Hagit Reuven

VP, Sales Operations

Cellebrite Pathfinder Enterprise Specific Functionality Description

- Ingestion of Cellebrite UFD digital raw mobile data container and UFDR format.
- Web based analytics engine capable of ingesting and analyzing any Cellebrite device extraction (UFD and UFDR)
- Web based analytics engine capable of analyzing any Cellebrite cloud extraction to include graph, geo-location, text analytics
- Ingestion and analysis capabilities for computer hard drives (E01)
- Ingestion, Analysis and comparative analysis of Call Data Records (CDR) against all Cellebrite UFD and UFDR files
- Ingestion of folders containing data files (Images, Videos, Documents, PSTs, and more)
- Ingestion of compressed containers (TAR, ZIP)
- Fully integrated media analytics (image, video, other) including "auto classification" of all image and video content, specifically the categories and features listed below which are available only from Cellebrite:
    - Drugs, Documents, Money, Screenshots, Flags, Tattoos, Vehicles, Faces, Weapons, Nudity, Child Exploitation, Handwritten content, Passports, Credit Cards and Maps.
    - Video Synopsis - Ability to skip to a relevant frame in a video that contains data with any of the categories mentioned above.
    - Custom media categorization – Ability to create custom "auto classification" categories of all image and video content by the user
    - OCR (Optical character recognition) – Ability to performs text extraction from images recognized as documents, screenshots or maps in over 100 languages
- Fully integrated text analytics (documents, instant messages, emails, other) including auto identification of a range of entities within text:
    - Date, Distance, Email, credit card, Latitude/Longitude, Location, Money, Nationality, Organization, Person, Phone number, Product, Religion, Time, Title, URL.
- Link analysis capabilities showing a communication patterns between people in the context of a set filter
- Facial matching and comparative analytics
- Project VIC integration for verification of hash database media
- Intelligence Dashboard showing the following evidentiary fields:
    - Top interactive parties of the subject
    - Most visited location s and most irregular locations
    - Main mobile applications (inclusive of cloud-based apps) used by the subject
    - Digital finger print association
- Full "Person Resolution" capability. This capability allows the automatic classification and merger of information related to a single specific person, from multiple and disparate data sources.
- Ability to search for a single specific person(s), by face, name or alias or contact numbers, across multiple cases and UFD extractions
- Ability to view mutual location data shared between two persons AND the ability to define the timeframe of the location search and geo-area in which the search should be conducted.
- Fully integrated screen shot and report generator capability
- Fully integrated digital whiteboard capability allowing to generate visual links between evidence
- Proactive and contextual guidance for first time uses as well as related tutorials

Cellebrite Digital intelligence for a safer world

*Note to Agency: If the Agency currently uses Cellebrite UFED Products, ingestion of the native UFD file format into the Analytics program can only be provided by us ng the Cellebrite Pathfinder product Please check with the appropriate representatives from your Agency for more information

Please feel free to contact Cellebrite with any questions Sincerely

Hagit Reuven
VP Sales Operations

Cellebrite

August 9, 2022

TO WHOM IT MAY CONCERN,

This letter is provided to inform you that a **Sole Manufacturer** justification exists because the solution identified in this document, required to satisfy the Agency's needs, are only manufactured, developed or made available from Cellebrite Inc. This letter identifies Cellebrite Inc. As the sole Developer, and Manufacturer of respective items listed below in detail:

Cellebrite Guardian

Cellebrite Inc. was established in 1999 and is based in Parsippany, NJ and Vienna, VA, and is incorporated in the state of Delaware. Cellebrite Inc. supports customers and users in the US, Latin America, Canada and Mexico. With more than 60,000 extraction licenses deployed in 150 countries, Cellebrite's forensic extraction products have been deployed throughout the world, and our Cellebrite Analytics Enterprise Product is an extension of these forensic extraction products. Our forensic extraction customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

Cellebrite Guardian has capabilities that are exclusive to Cellebrite and not available from any other company. No other solution provides a secure and scalable cloud-based system for investigative and evidence management which enables the immediate sharing, collaboration, and review of Cellebrite's world leading forensic extractions in their standard UFDR format.

Our competitive advantages include:

- **Large, Established User Community.** Since 2007, Cellebrite has deployed more than 60,000 Cellebrite UFED in 100+ countries to support law enforcement, intelligence services, border patrols, military forces, public safety agencies, and commercial organizations. The UFED and related UFDR file format are the most widely used solutions in digital forensic examinations worldwide.

- **Instantaneous Review Capabilities** – Guardian natively reads Cellebrite's forensic device extraction reports (UFDRs) and presents the evidence through its cloud-enabled, web-based interface. It is the only solution that does not require the downloading and processing of these often 100GB+ files directly on the local computer, dramatically reducing the wait time for evidence review.
- **Vendor Agnostic** – Guardian does not exclusively support Cellebrite data. Users can store and share any type of file in any digital format.
- **End-to-End Solution** – The only cloud-based system focused on digital evidence with full support for physical evidence management and lab workflow, fully compliant with ISO 17025 requirements to facilitate agency certification.
- **Best-in Class Training Ensures a Repeatable, Reproducible Mobile Forensics Process** – Open to all user levels, from beginners to advanced, Cellebrite certification training provides hands-on experience with Cellebrite products and applications, delivering the tools and knowledge required for evidence collection, data analysis, searching, and reporting.

Sincerely,

Hagit Reuven

VP, Sales Operations

Cellebrite Digital intelligence for a safer world

Date: January 26, 2022

TO WHOM IT MAY CONCERN,

This letter is to confirm that Cellebrite DI Ltd., acting through its United States-based subsidiary, Cellebrite Inc., is the **sole manufacturer** and developer of the Universal Forensic Extraction Device (UFED) Mobile Forensics solution.

Cellebrite Inc., established in 1999 and based in Parsippany, NJ, is incorporated in the state of Delaware. Cellebrite Inc. supports customers and users in the US and Canada.

The UFED is a mobile forensics extraction, decoding, and analysis tool that extracts logical, file system, and physical data from mobile devices (i.e., smartphones, cell phones, tablets, GPS units, SIM cards, memory cards, drones and USB devices), including live and deleted data, contacts, phone numbers, call logs, text messages, SMS messages, app data (social network and other), location data, pictures, videos, and voice messages.

UFED technology provides digital forensic lab examiners, investigators, field personnel, and first responders with the capability to collect, protect and act decisively on mobile device data with the speed and accuracy a situation demands. Our competitive advantages include:

- **Large, Established User Community.** Since 2007, Cellebrite has deployed more than 40,000 UFEDs in 100+ countries to support law enforcement, intelligence services, border patrols, military forces, public safety agencies and commercial organizations.
- **Industry's Broadest Device & App Support.** Cellebrite has established collaborative business relationships with original equipment manufacturers (OEMs) and wireless carriers worldwide. These global partners send us more than 100 new handsets per month - most prior to actual consumer market release. This allows Cellebrite Mobile Forensics to develop mobile forensics support for new devices prior to our competition. We retain more than 8,000 mobile phones at our company headquarters for ongoing innovation and support.
- **Technology and Research and Development (R&D) Leadership.** Cellebrite provides the mobile forensic industry's most comprehensive Android, Apple iOS, Blackberry, and Windows Mobile support. Cellebrite has a staff of 250+ engineers—the most of any mobile forensics solution provider. We are committed to investing in the ongoing R&D to innovate around customer and market needs.
- **Best-in Class Training Ensures a Repeatable, Reproducible Mobile Forensics Process.** Open to all user levels, from beginners to advanced, Cellebrite certification training provides hands-on experience with Cellebrite products and applications, delivering the tools and knowledge required for evidence collection data analysis, searching, and reporting.
- **Physical and Full File System Extraction with Lock Bypass.** Cellebrite supports physical extraction while from more than 8,034 different device types, including Android (1000+ devices from Samsung, Huawei, LG, Motorola, and other vendors); Apple iOS; and Windows Phone (Nokia and Lumia). Cellebrite supports more than 8000 devices for full file system extraction including File-based- encryption devices up to the latest Samsung Flagships (S20, S21) and devices running Android 11.
- **Forensically Sound Evidence Every Time.** Unlike competitors' "black box" third-party boot loaders, UFED uses custom-designed, read-only boot loaders, which ensure forensically sound file system and physical extractions

UFED technology includes capabilities that are exclusive to Cellebrite and not available from any other company.

Exclusive Android Capabilities

- Qualcomm live - The new capability extends access to the latest devices from vendors such as Xiaomi, OPPO, OnePlus, VIVO, Nokia, LG Motorola and others, running OS versions 7 up to 11. This is a generic full file system extraction for unlocked Qualcomm based Android devices across many vendors and up to the latest Android version, Android 11. including devices such as: S10, Note 10, Note 9, S9, Note 8, S8 , S20 and others.
- Support full file system extraction for Samsung Exynos devices including latest Flagships such as Samsung S20 and S21 running Android 11 (Industry first).
- Support for selective file system extraction to directly collect specific applications or files, which will save valuable time during investigations and will allow investigators to collect just what they need or allowed to, with minimal privacy intrusion.
- Support for an automated screen capturing process for Android devices. The fully automatic flow allows users to select specific chat conversation while defining specific time frames. The fully automated flow includes support for WhatsApp, Signal, Instagram and SnapChat applications.
- Decrypted physical extraction of data from Samsung Galaxy S6, Galaxy Note 5 and some Galaxy S7 devices
  Decrypting EDL - Lock-bypassing decrypted physical extraction capability for Qualcomm Android devices. Widely supported chipsets: 8909, 8916, 8939, 8952, 8936, 8917, 8937, 8940 & 8953), including Huawei H1611, Xiaomi Mi 5, ZTE Z832 Sonata 3, ZTE Z956 Grand X 4, Xiaomi Redmi 4 Hot, Motorola XT1765 Moto E MetroPCS and ZTE Z981 ZMax Pro, including devices running the latest Qualcomm chipsets ().
- Physical extraction and unlocking capabilities for Samsung devices! Extended support to more than 100 Exynos and Qualcomm devices including: Galaxy S7 Edge, S7, S6 Edge, S6 Edge+, Note 5, A5 and J7 families.
- Automatically bypass locked Android devices with LockPick – lock bypass capability across a broader range of Android devices including Samsung flagship devices.
- An Industry First – Samsung Exynos Physical Bypass Solution – This unique capability enables unlock, full file system and physical extractions from popular Samsung devices with the Exynos processor. Supported devices include: SM-G930F Galaxy S7, SM-G935F Galaxy S7 Edge, SM-A520F Galaxy A5 2017 and SM-J730F Galaxy J7 Pro.
- Exclusive access to evidence from locked and encrypted low to mid-end Samsung devices with Qualcomm chipsets. The devices include: J3 (J327P, J327VL), J7 (J727V, J727P) & A9 (A9100, A9000). Chipsets include: 8917, 8937, 8953 & 8976.
- An industry-first new solution for removing screen lock on 64 LG Android Devices. Users can now disable and remove the screen lock to gain access to critical evidence from some of the most popular and advanced LG Android-OS devices including H870 G6, H820 G5, LM-X210MA, M210, MP260 and more.
- First-to-market access to 87 locked and encrypted Android devices running the latest MediaTek chipsets (6757,6755,6797,6735,6750,6737,6753,6580).
- Partial file system extraction while bypassing screen lock for 105 Android Samsung devices, including devices running on Android 6 OS
- Bootloader-based physical bypass extraction support for 48 of the toughest locked Qualcomm-based Android devices, and 33 Android devices using ADB method. This unique unlocking method supports devices based on the MSM8909, MSM8916, MSM8936, MSM8939, and MSM8952 chipsets from EDL (Emergency Download) mode. Supported Android devices include: HTC Desire: 510/620/826, Alcatel One Touch Pixi, Vivo X5/X7, Motorola XT1526 and XT1543.
- Exclusive Huawei Decrypting Bootloader Capability – New generic capability enables Lock-bypassing Physical and Full File System extractions for dozens of Huawei devices (including P10, Mate 10 and P9), equipped with HiSilicon Kirin chipsets from the following families: 92x, 93x, 95x, 96x.
- Lock Screen Removal (Disable User Lock) for 71 high/mid-tier Samsung Android devices. Supported devices include SM-G935T Galaxy S7 Edge, SM-J710FN Galaxy J7, SM-A700YD Galaxy A7 Duos and SM-A500W Galaxy A5
- New disable user lock capabilities have been added to 65 supported LG devices, including prepaid devices: LS2VL Treasure, L15G Sunrise, LGL22C Power and LGL41C Ultimate 2

- Physical and file system ADB extractions for 51 Samsung Android devices, including SM-G935FD Galaxy S7 Edge, SM-G920T Galaxy S6 and SM-G930F Galaxy S7
- Built-in Android temporary root (granting extra permissions) for hundreds of Android devices
- Physical extraction while bypassing user lock on 140 LG devices, including the G3 and G4
- Bypass user screen lock for 137 Samsung devices, including the Galaxy S5, Tab and Galaxy Note 2, 3, and 4

Exclusive Apple (iOS) capabilities

- Full File system extraction from iPhone 5 – iPhone X. With a Built-in Solution Based on checkm8, examiners can take advantage of a first-to market solution. This solution allows users to quickly perform a forensically sound temporary jailbreak and full file system extraction within one streamlined workflow.
- Ability to take a screenshot automatically from the iOS device
- Decrypted physical extraction of data from Apple iPhones 4S, 5, 5c
- Full file system extraction of data from Apple devices (5/5c/6/6 plus)
- iOS unlocking support for Apple devices (4s/5/5c/6/6 plus) running iOS 8.x - 10.x, with no risk of a device wipe
- iOS unlocking support for Apple devices (5/5c/6/6 plus/7/7 plus/8/8 plus/x) running iOS 11.x, with no risk of a device wipe
- UFED User Lock Recovery Tool (iOS)

Exclusive Blackberry Capabilities

- .BlackBerry 10 file system extraction, backup acquisition & decryption
- Physical extraction for unlocked BlackBerry 7xxx/8xxx/9xxx devices (including NAND and NOR memory)

Other Exclusive Capabilities

- Cellebrite offers the ability to manage all units and licenses using Cellebrite central management system, Cellebrite Commander. The solution can integrate with the central management platform that can oversee usage, permissions, SOPs, configurations, licensing, and SW updates.
- Document user actions and Incorporate Investigative Notes - As part of the digital data extraction and collection process, users can add notes, include observations or report any issues encountered during the process. This capability is an effective way to maintain an audit trail documenting actions and decisions taken along the way. In addition to user notes UFED can also include a customizable agency form (e.g. Consent form) to be used as part of the data collection process.
- Insights from installed apps - The solutions offer the ability to present, prior to the extraction process, a list of installed applications divided to categories with an overview for each application and highlight ones that could be relevant for criminal investigation.
- Dynamic profiles: The dynamic profiles mechanism enable to create on-the-fly profiles for phone models which were not formally approved in our lab. To keep you on track with the latest capabilities, the UFED solution suggests additional available methods based on our unique capabilities database. Users will see the new methods labelled Untested.
- Physical extraction with password bypass for Nokia Lumia Windows Phone 8 devices, including the Lumia 520, 820, 822, 920, 928, and 1020
- Physical extraction while bypassing user lock for 3 Nokia 105 devices: RM 1133, RM-1134 and RM-1135
- Physical extraction while bypassing user lock and decoding support for 37 Huawei devices (Hisilicon)
- Physical extraction and decoding support for the latest TomTom devices, including the Go 1000 Point Trading and 4CQ01 Go 2505 Mm
- Provide support matrix – what is supported using username and password / application token.
- Provide traces and changes document that describe what traces the extraction process might leave.
- Supports extracting a token from the subject device in addition to the user name and password option for several of data sources including; Facebook, WhatsApp, Twitter, Gmail, Google(Location History, My Activity, Photos,

Chrome, Calendar, Contacts, Drive, Bookmarks, Tasks), Mail (IMAP), Dropbox, iCloud(App, Calendar, Contacts, Drive, Photos, OneDrive, Notes, Reminder, Location), Instagram, VK, Telegram and more

Please feel free to contact Cellebrite with any questions.

Sincerely,

Hagit Reuven
VP, Sales Operations

CELLEBRITE INC.
GENERAL TERMS AND CONDITIONS

1. Definitions

1.1. In addition to the definitions contained in the End User License Agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html ("**EULA**"), the terms of which are incorporated by reference herein, in these General Terms and Conditions (the "**GTC**"):

1.1.1. "**Licensee**" shall mean the contracting party of the which purchase from Cellebrite the Products under the Purchase Order.

1.1.2. "**Person**" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a governmental or regulatory authority.

1.1.3. "**Personal Information**" means any information that can identify an identifiable person, and includes, but is not limited to: (a) an individual's name together with 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) Licensee proprietary network information, including without limitation 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; and, (d) compensation or benefits information, protected health information, marital status, number of dependents, background checks, disciplinary action or other information related to employment.

1.1.4. "**Purchase Order**" or "**PO**" shall mean a purchase order submitted by Licensee to Cellebrite.

1.1.5. "**Quote**" shall mean a Quote issued by Cellebrite pursuant to this Agreement.

1.1.6. "**Restricted Territories**" shall mean any of those jurisdictions or territories that are (i) subject or target of sanctions or terrorist-supporting territories, including, without limitation, Iran, Iraq, Somalia, Syria, Libya, Lebanon, Palestinian territories, North Korea, Sudan, Yemen, Cuba, Venezuela, Pakistan and the Crimea region, or (ii) regulated territories in which Licensee does not have the licences, permits, authorizations and approvals that are required by all applicable laws issued by the relevant regulatory authority to carry out Licensee's business activity using the Product and/or the Software.

1.2. In these GTC, unless the context otherwise requires: (i) words expressed in the singular shall include the plural and vice versa, (ii) words expressed in the masculine shall include the feminine and neutral gender and vice versa; (iii) references to Sections are references to sections of these GTC, and; (iv) references to "day" or "days" are to business days, which shall be any day, other than a Saturday or Sunday or a day on which banks located in the United States shall be authorised or required by law to close.

2. Scope and Purpose

2.1. The Agreement shall apply to any acquisition of Products by Licensee from Cellebrite. In the event of any conflict, ambiguity, or inconsistency between the provisions of the Agreement and any other document, such as a Licensee-issued PO, the following order of precedence shall apply: (1) the Agreement; (2) a Confirmed PO; and (3) the terms of any other Cellebrite-issued document relating to the Product. Licensee's preprinted terms, URL's, or hyperlinks in any document shall not be binding on the Parties nor modify this Agreement, and are expressly rejected, regardless of when issued by Licensee and/or received by Cellebrite, or even if signed by Cellebrite. Should such document contain language that purports to supersede and/or control over this Agreement, the Parties expressly acknowledge and agree that such document shall have no such legal effect between the Parties. Any deviations from the Agreement, unless they are made in writing and executed by a duly authorised officer of Cellebrite, shall be void and unenforceable.

2.2. **Services for Premium ES' Licensees**:

2.2.1. **"Included Annual Services"** shall mean services to be provided to Premium ES' Licensees with respect to Premium ES' Licenses issued under Quotes dated 1 November 2021 onwards; Such services may include installation assistance and/or guidance, all as defined and/or as shall be defined from time to time by Cellebrite's at its sole and absolute distraction.

2.2.2. During the License Term, Premium ES' Licensee shall be entitled to up to 2 (two) consecutive days (maximum 8 hours per each day) of Included Annual Services per year, on a non-accumulative basis. The Included Annual Services shall be provided to Premium ES' Licensee remotely or on-site - at Cellebrite's sole and absolute discretion. Upon Premium ES' Licensee written request to receive the annual Included Annual Services, Cellebrite's and the Premium ES' Licensee shall mutually determine regarding the dates of executions of the annual Included Annual Services. Non-consumption of any Included Annual Services by the Premium ES' Licensee during the License Term, for any reason, shall not entitle the Premium ES' Licensee to any refund and/or reduction of the quoted price and/or any other rights deriving from the non-consumption of the Included Annual Services.

2.2.3. **Premium ES' – Enterprise Vault Service**. Access to the Enterprise Vault Service device ("EVS") shall be restricted only to such personnel of the Licensee that were certified by the Licensee to access and operate the EVS. Licensee shall not, in any way, alone or through any third party, resell, copy, modify, reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of the EVS.

2.3 **Services for Pathfinder Teams Licensees:**

2.3.1. **"Included Pathfinder Teams Annual Services"** shall mean services to be provided to Pathfinder Teams Licensees with respect to new (other than renewals) Pathfinder Teams Licenses issued under Quotes dated 1 January 2022 onwards; Such services may include first installation assistance and/or web-based training or guidance and/or implementation, all as defined and/or as shall be defined from time to time by Cellebrite's at its sole and absolute distraction.

2.3.2. During the License Term, Pathfinder Teams Licensee shall be entitled to up to 2 (two) consecutive days (maximum 8 hours per each day) of Included Pathfinder Teams Annual Services per year, on a non-accumulative basis. The Included Pathfinder Teams Annual Services shall be provided to Pathfinder Teams Licensee remotely or on-site - at Cellebrite's sole and absolute discretion. Upon Pathfinder Teams Licensee written request to receive the annual Included Pathfinder Teams Annual Services, Cellebrite's and the Pathfinder Teams Licensee shall mutually determine regarding the dates of executions of

the annual Included Pathfinder Teams Annual Services. Non-consumption of any Included Pathfinder Teams Annual Services by the Pathfinder Teams Licensee during the License Term, for any reason, shall not entitle the Pathfinder Teams Licensee to any refund and/or reduction of the quoted price and/or any other rights deriving from the non-consumption of the Included Pathfinder Teams Annual Services.

3. Purchase Orders

3.1. Purchase Order. Licensee will issue Purchase Orders to Cellebrite specifying (i) quantities of each Product, (ii) price per unit for each Product (in accordance with the terms agreed upon hereunder) ("**Price per Unit**") and license fees; (iii) desired date for collection of the Products; (iv) shipping instructions; and (v) any other data or information requested by Cellebrite.

3.2. Purchase Order Amendments. Changes to any Purchase Order require: (i) sufficient advance notice for Cellebrite to make the necessary modifications and (ii) written confirmation from Cellebrite for such modification to the Purchase Order. The Parties will confirm in writing any changes in the Price per Unit or delivery schedule of the Product. The Licensee will reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with amendment of the Purchase Order.

3.3. Purchase Order Confirmation. Cellebrite shall provide a written response to each Purchase Order within seven (7) business days following the receipt of a Purchase Order. In the event Cellebrite fails to respond to Licensee within said period, the Purchase Order shall be deemed accepted ("**Confirmed PO**").

3.4. Purchase Order Cancellation and Reimbursement of Charges. Licensee may cancel a Purchase Order in whole or in part by giving Cellebrite a written notice in this respect no later than forty-five (45) days prior to the designated delivery date. In the event Licensee cancels a Purchase Order or any part thereof, Cellebrite shall reimburse Licensee for the relative part of the Total Purchase Price (as defined below) paid by Licensee for the Products. Cellebrite may reduce any sums to be reimbursed to reflect the costs of material which cannot otherwise be consumed or used in the next three (3) months by Cellebrite in the course of its business.

4. Prices and Purchase Price

4.1. Price List. Cellebrite may, at its sole discretion, change its price lists or add or remove products from the price lists. Changes in price lists shall take effect within thirty (30) days from the date of notification to Licensee. It is hereby clarified that changes in price lists shall not apply to Products underlying a Confirmed PO, however, price list changes will apply to any Confirmed PO if Licensee has requested an amendment to the Confirmed PO and the amendment has not been accepted by Cellebrite at the time of the price list change.

4.2. Total Purchase Price. Licensee shall pay Cellebrite the total price as set forth in the Purchase Order ("**Total Purchase Price**"). Cellebrite may charge Licensee for any modifications to an accepted Purchase Order, including changes in the proposed delivery schedule.

4.3. Quoted Price. Unless otherwise agreed in writing, all prices quoted in the Purchase Order ("**Quoted Price**") shall be paid by Licensee to the account(s) indicated by Cellebrite. All payments shall be made in US currency or other currency mutually agreed by the Parties.

The payment is considered made at the date when the amounts effectively reach Cellebrite's bank account. The Quoted Price does not include transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties In addition to the Quoted Price, Licensee shall pay all taxes, fees, or charges imposed by any governmental authority. If Cellebrite is required to collect the foregoing, Licensee will pay such amounts promptly unless it has provided Cellebrite with a satisfactory valid tax exemption certificate authorized by the appropriate taxing authority.

4.4. Terms of Payment and Default Interest. Payment for the Products under any confirmed PO shall be in accordance with the payment terms set forth in the Quote. Failure to make due payment in accordance with the terms of the Quote may cause Cellebrite to apply an interest charge of up to one and one-half percent (1.5%) per month (but not to exceed the maximum lawful rate) on all amounts which are not timely and duly paid, accruing daily and compounding monthly from the date such amounts were due. Licensee shall reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with the collection of overdue amounts, including attorneys' fees. Licensee shall not be permitted to set off any deductions against any amounts due to Cellebrite.

5. Delivery

5.1. Delivery Obligations. Delivery obligations of Cellebrite (including the delivery location and time period) shall be as set forth in the Quote. The Product shall be free from any pledge, lien, charge, hypothecation, encumbrance or other security interest upon its delivery to Licensee.

5.2. Transfer of Risk and Title. The transfer of the risk regarding the hardware (not the Software) shall pass to Licensee upon delivery. Only upon full payment of Licensee to Cellebrite the title of the hardware (not Software) shall pass to Licensee.

6. Representations and Warranties

6.1. Each Party warrants, represents, and undertakes that it has and shall continue to have full ability, capacity, and authority required by law or otherwise to enter into and to perform its obligations under the Agreement in a reliable and professional manner.

6.2. Licensee warrants, represents and undertakes that: (i) it has obtained, prior to the consummation of this Agreement, all approvals, permits, licences, consents, authorisations, registrations, permissions, notices, certifications, rulings, orders, judgements and other authorisations from any applicable data subject, employee, employee representative body, regulatory authority, or third party entity or person necessary for the use of the Product and/or the Software by Licensee or for Cellebrite to perform or provide any services related to the Product and/or the Software ("**Permissions**") which include, rights for Cellebrite to use, access, intercept, analyse, transmit, copy, modify, and store, all of the intellectual property rights, Personal Information ("**Personal Data**"), confidential information, or other data or information that may be used, accessed, intercepted, transmitted, copied, modified or stored by Cellebrite to perform or provide any Services; (ii) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate actions; (iii) neither the execution and delivery of this Agreement, nor compliance by it with the terms and provisions hereof and thereof, will conflict with, or result in a breach of any judgment, order, writ, decree, statute, rule, regulation or restriction; (iv) its performance of its obligations in accordance with the terms of the Agreement will not breach any agreement by which it is bound, or violate or infringe any law or any copyrights; (v) it shall use reasonable endeavours to provide such information and assistance which is reasonably required to fulfil Cellebrite's obligations

under the Agreement; and (vi) it has the right to be in possession of, access, interact with and otherwise use, all devices, equipment, programmes, data and media (including any telecommunications systems) that are being used in connection with the Product and/or the Software and that the use of the Product and/or the Software, including any instructions given to Cellebrite in connection with the same, is made in compliance with all applicable laws; and (vii) all information provided by it to Cellebrite during the term of the Agreement shall be complete and accurate in all material respects, and that it is entitled to provide the information to Cellebrite for its use as contemplated under the Agreement.

6.3. Where necessary for, or incidental to, any servicing by Cellebrite of the Product and/or Software, Licensee authorises Cellebrite to:

6.3.1. access all devices and all programmes, data and media contained on them;

6.3.2. obtain and retain personal data on the devices and programmes, data and media contained on them;

6.3.3. access and intercept communications on the devices and programmes, data and media contained on them; and

6.3.4. use technology or other means to circumvent measures designed to prevent unauthorised access to devices and all programmes, data and media contained on them, including where such measures are designed to protect copyright works.

6.4. Licensee shall provide to Cellebrite in a timely manner the following documents, information, items, written evidence and materials in any form (whether owned by Licensee or third party) and ensure that they are accurate and complete in all material respects:

6.4.1. Licensee's IT Policy;

6.4.2. Licensee's Acceptable Use Policy;

6.4.3. Licensee's "Bring Your Own Device" Policy; and

6.4.4. evidence that Licensee's has obtained all Permissions required to permit Cellebrite to perform its service obligations under the Agreement

6.5. RESERVED

7. <u>Responsibility</u>

7.1. Subject to the terms of the Agreement and any ancillary documents thereto, each Party is responsible to the other Party for damages it may cause to the other Party by its willful acts and for its failure to fully or duly perform the conditions hereof.

7.2. Licensee will not, directly or indirectly, use, resell, deliver, transfer, lend, or otherwise make available the Product and/or the Software to any of Cellebrite's competitors.

7.3. Licensee will not directly or indirectly use the Product and/or the Software, or otherwise resell, deliver, transfer, lend, contribute or otherwise make available the Product and/or Software to any party, person or entity in connection with any terrorist activity or activity or business in any of the Restricted Territories in violation of sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State (including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the European Union, Her Majesty's Treasury or other relevant economic sanctions authority.

7.4. Cellebrite may modify the list of Restricted Territories in its sole discretion. Cellebrite will notify Licensee of any such modifications.

7.5. Both Parties shall comply with Cellebrite's Business Conduct Policy available at http://legal.cellebrite.com/intl/Business_Conduct_Policy.htm If a Party breaches the Business Conduct Policy, the non-breaching Party may terminate this Agreement by giving ten (10) days' prior written notice to the breaching Party.

8. Compliance

8.1. Licensee is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. ~~Licensee will comply with Cellebrite's Business Conduct Policy.~~

8.2. Licensee represents warrants and covenants that it shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's products, including but not limited to the Product or the Software and shall only use the Products or Software in compliance with all applicable laws and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations or the applicable foreign equivalents).

8.3. Licensee and its subsidiaries and Affiliates will not (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act or any other applicable antibribery or anti-corruption law. Licensee further represents, covenants and warrants that it has, and shall cause each of its subsidiaries and/or Affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law.

8.4. Upon Cellebrite's request, Licensee will confirm in writing that it complies with Section and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Licensee is not complying with Section then, after notifying Licensee regarding the reasonable suspicion, Cellebrite may demand that Licensee, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to verify Licensee's compliance with this Section. Any such inspection can be executed by Cellebrite or its third party representative.

8.5. In the event Licensee is in contact with a Government Official concerning Cellebrite, discussing or negotiating, or Licensee engages a third party to do so, Licensee is obligated (i) to inform Cellebrite in advance and in writing, clearly defining the scope of the interaction, (ii) upon request, to provide Cellebrite with a written record of each conversation or meeting with a Government Official and (iii) to provide Cellebrite monthly a detailed expense report, with all original supporting documentation. A "Government Official" is any person performing duties on behalf of a public authority, government agency or department, public corporation or international organization.

8.6. Cellebrite may immediately terminate this Agreement and any applicable Purchase Orders if Licensee violates its obligations under this Section. Nothing contained in this Section shall limit any additional rights or remedies available to Cellebrite.

8.7. Licensee shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section by Licensee.

8.8. Licensee will pass on the provision of this Section to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section.

9. Force Majeure

9.1. Neither party will be liable for delays in performance caused by any unforeseeable and unpreventable circumstance or event beyond the party's reasonable control that interferes with the performance of the Agreement ("**Force Majeure**"). Force Majeure includes, but is not limited to, acts of God, war (whether declared or undeclared), terrorism, strikes, fires, accidents, floods, civil disturbance and natural disasters. Upon the ceasing or termination of Force Majeure, the Parties shall resume their responsibilities under the terms of the Purchase Order and related agreements within 7 days (or, if the same is not possible, within reasonable period of time).

9.2. A party seeking the protection of Section 9.1 shall provide written notice to the other party within five (5) days of the beginning of the Force Majeure event.

10. Export

10.1. The Parties acknowledge that the Product and/or the Software is or may be subjected to regulations on customs, export or import control and/or re-export regulations applicable in the United States, the European Union and its member countries, and/or other countries. Said regulations include but are not limited to the provisions of the US Export Administration Regulations (EAR) and the provisions of the regulations of the European Union.

10.2. Licensee expressly warrants, represents and covenants that it shall comply fully with all applicable export laws and regulations of the United States and other jurisdictions to ensure that neither the Product nor the Software are exported or reexported in violation of such laws and regulations, or used for any purposes prohibited by such laws. As the Products and the Software are subject to export control laws and regulations, Licensee shall not export or "re-export" (transfer) the Product and/or the Software unless the Licensee has complied with all applicable controls.

11. Miscellaneous

11.1. Publicity. Cellebrite may list Licensee as one of Cellebrite's customers upon prior written approval of Licensee. This Agreement and any Purchase Order are considered Cellebrite's Confidential Information. Licensee shall

not make any public disclosure or announcements concerning this Agreement, any Purchase Order, Cellebrite, the Products, and/or the Software without the prior written consent of Cellebrite.

11.2. Language. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render the terms of these GTC unreasonable.

11.3. Termination. Cellebrite may terminate this Agreement: (i) for its convenience by giving the other thirty (30) days' prior written notice; (ii) by giving the other Party a written notice to be immediately effective in case the other causes a material or continuous breach hereof ("continuous" meaning two or more occurrences of the same breach). All of Licensee's obligations under this Agreement shall survive the expiration or termination of the Agreement. Termination of this Agreement will not entitle Licensee to any deduction of the Quoted Price or any refund of any prepaid fees. Upon termination of the Agreement, for any reason, Licensee shall allow Cellebrite to access its premises for the purposes of de-installation and transfer of the Product. Termination of the Agreement in accordance with this Section shall not impose any liability on Cellebrite. Cellebrite may terminate the Agreement and revoke the license granted hereunder by giving the other Party a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind.

11.4. Third Party Rights. A person who is not a party to the Agreement shall not acquire any rights under them or be entitled to benefit from any of their terms.

11.5. Bankruptcy. If a voluntary or involuntary petition is filed under Title 11 of the United States Code or its analogue in any jurisdiction or country, all debts that Licensee may owe to Cellebrite shall be considered "administrative expenses" within the meaning of 11 U.S.C. Sec. 503(b)(1)(a) (as amended) or its analogue, and Cellebrite's claim or claims for those administrative expenses shall be entitled to the priority specified in 11 U.S.C. Sec. 507(a)(1) (as amended) or its analogue. Licensee will use its best efforts to classify those claims as administrative under applicable Law.

11.6. Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either the Licensee 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.

11.7. Counterparts. This Agreement may be executed in any number of counterparts, including using digital signatures or exchange of scanned copies of signed pages (*e.g.*, in PDF format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

GENERAL TERMS AND CONDITIONS

1. THE SERVICES

1.1. Subject to Customer's compliance with and satisfaction of the Conditions Precedent set forth in **Annex A**, Cellebrite shall use its best efforts to provide the Services to Customer. The Services may include the following:

1.1.1. Unlocking and extraction - Cellebrite shall make its best efforts to reveal the user lock passcode and extract the data from certain Device(s).

1.1.2. Cryptocurrency review - Cellebrite shall review and process the data extracted from a certain Device, using Cellebrite's tools, in order to discover artifacts indicating of usage of Cryptocurrency (exchange apps, Mnemonic Seed, Crypto addresses, Public/private crypto keys, etc.) and shall compose a report setting forth its findings.

1.1.3. Investigative Report - Cellebrite shall review and process the data extracted from a certain Device, using Cellebrite's tools, in order to locate specific content as requested by the Customer, the search finding shall be presented in an investigation report generated by Cellebrite

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1.2. Prior to delivering any Device(s) to Cellebrite labs or requesting Cellebrite personnel to perform the Service on the Device(s) at Customer's premises, Customer shall submit to Cellebrite a fully completed copy of the 'Device Data' form, a copy of which is attached hereto as **Annex B**. After Cellebrite receives the fully completed 'Device Data' form, Cellebrite shall notify Customer in writing of whether it agrees to perform the Services on the Device(s) specified in the 'Device Data' form. Only after Cellebrite provides its written acceptance of the Services with respect to each Device specified in the 'Device Data' form, Customer shall deliver any relevant Device to Cellebrite labs or request Cellebrite personnel to perform the Service on the Device(s) at Customer's premises, as applicable.

1.3. Cellebrite shall provide to Customer the Services as set out in the Services Agreement to which these General Terms and Conditions are attached (together the "**Agreement**"). Cellebrite may provide the Services through one or more Affiliates. For the purposes of the Agreement, an "Affiliate" of a Party means any entity, whether incorporated or not, that Controls, is Controlled by, or is under common Control with such Party. "Control" means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise. Cellebrite may subcontract the performance of any of its obligations under the Agreement without the prior written consent of Customer.

2. SCOPE AND PURPOSE

2.1. These General Terms and Conditions shall apply to the Services including with respect to any Device accepted and received by Cellebrite from Customer.

2.2. This Agreement may not be varied, unless varied by an agreement made in writing and executed by duly authorised representatives of the Parties.

2.3. Customer agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's products or services, including but not limited to the Services, and agrees to comply with all applicable laws, rules, and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations) while using the Services.

3. FEES

3.1. Unless otherwise agreed in writing, Customer shall pay all amounts invoiced by Cellebrite under the Agreement, including the Fees, within thirty (30) days following receipt of a valid invoice issued by Cellebrite and in accordance with the Payment Terms set forth in the Service Agreement.

3.2. In the event that the Services are performed by Cellebrite at Cellebrite's premises or to Cellebrite's designated laboratory, as shall be instructed by Cellebrite, Customer shall deliver, at Customer's risk, cost and expense, the Devices to Cellebrite's premises or to Cellebrite's designated laboratory.

3.3. In the event that Cellebrite is unable to complete the Service for specific Device(s) and the Service a specific Device(s) within three (3) business days due to a lack of time, Customer shall have the right to have Cellebrite transport the Device to Cellebrite's premises or to Cellebrite's designated laboratory to complete the Services on the applicable Device. Once the Service is completed, Cellebrite shall ship the Device(s) back to Customer, at Customer's expense (in accordance with DAP Incoterms 2010). It is hereby clarified that in the event that Cellebrite provides Customer with a Completion Notice under which Cellebrite fails to achieve a Successful Completion in respect of a specific Device, Customer shall not have the right to have Cellebrite transport the Device to Cellebrite's premises or to Cellebrite's designated laboratory.

3.4. Subject to Section 3.2 above, Cellebrite shall be entitled to impose or pass on and Customer shall reimburse Cellebrite for any and all expenses directly resulting from the performance of its obligations under the Agreement provided however that Customer has approved such expenses in advance unless Section 3.5 below applies.

3.5. Customer acknowledges that there are instances where expenses, by the nature of the work to which they relate, must be incurred by Cellebrite before Customer consent can be obtained in accordance with Section 3.4. Cellebrite shall be entitled to impose or pass on and Customer shall reimburse Cellebrite for any and all expenses reasonably incurred by Cellebrite without Customer consent where obtaining such consent would be impracticable.

3.6. Each Voucher shall be deemed as consummated and used upon the earlier of (i) Cellebrite delivery of a Completion Notice confirming the achievement of a Successful Completion; or (ii) Customer asked to have the Device sent back before a Completion Notice was delivered by Cellebrite; or (iii) upon the lapse of the Term of the Voucher.

3.7. If Cellebrite provides Customer with a Completion Notice that confirms Cellebrite's failure to achieve a Successful Completion, Customer shall have the right to reuse the applicable Voucher on another Device during the Term applicable to such Voucher.

3.8. RESERVED~~If any sum due and payable by the Customer hereunder is not paid on or before the due~~

~~date in accordance with the provisions of this Section 2.3 and in accordance with the terms of payment set forth in the Service Agreement ("Unpaid Amount"), the Unpaid Amount shall bear interest at the rate of 1.5% per month from the due date (or such lower amount as is the maximum rate permitted under applicable law) until the date of full and final payment (as well after as before decree or judgment) of the Unpaid Amount (including any accrued interest).~~

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3.9. All amounts payable under the Agreement are exclusive of, and Customer is responsible for payment of, all taxes, charges, and duties applicable to such amounts, including without limitation any sales, use, value added, customs, excise, withholding and similar taxes and duties imposed by any government entity ("Taxes"), excluding Taxes based on Cellebrite's net income. If Cellebrite is obligated to collect Taxes, then the appropriate amount will be added to the applicable invoice. If Customer is required to withhold or deduct any Tax from any payment due hereunder, Customer will increase the sum

payable to Cellebrite such that Cellebrite receives an amount equal to the sum it would have received had Customer made no withholding or deduction.

4. DELIVERY, PACKAGING, TITLE AND RISK

4.1. In the event that the Services are performed by Cellebrite at Cellebrite's premises or to Cellebrite's designated laboratory, as shall be instructed by Cellebrite, the Devices shall be delivered Ex Works (in accordance with Incoterms 2010) on the delivery date agreed with Cellebrite during normal business hours to the delivery address as shall be instructed by Cellebrite ("**Delivery Address**").

4.2. Customer shall (i) issue advance shipment notices/dispatch notes to Cellebrite; (ii) accompany all deliveries with a list all of the Devices (including unique identification numbers) and such other information as reasonably requested by Cellebrite.

4.3. After the delivery of a Completion Notice to Customer with respect to each Device provided to Cellebrite, Customer shall provide Cellebrite a written request to ship the Devices under the Completion Notice back to Customer. According and subject to Cellebrite's receipt of such notice from Customer, Cellebrite will ship such Devices Ex Works (in accordance with Incoterms 2010) to the Delivery Address, at Customer's expense.

4.4. Customer shall ensure that all packaging contains clearly identifiable and proper markings consistent with Cellebrite's instructions and all applicable laws and is secure and tamper proof to ensure that the contents reach the delivery address in undamaged condition.

4.5. Title to the Devices shall remain vested in Customer or the relevant third party and shall not pass to Cellebrite.

4.6. Customer shall bear all risk of loss or damage to the Devices at all times, except at times when the Device is located at Cellebrite's premises or at Cellebrite's designated laboratory.

5. WARRANTIES

5.1. Each Party warrants, represents and undertakes that:

5.1.1. it has and shall continue to have full ability, capacity and authority required by law or otherwise to enter into and to perform its obligations under the Agreement in a reliable and professional manner;

5.1.2. the Agreement is executed by a duly authorised representative of that Party;

5.1.3. there are at the Effective Date no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might adversely affect the ability of that Party to meet and carry out its obligations under the Agreement; and

5.1.4. once duly executed the Agreement will constitute its legal, valid and binding obligations.

5.2. Cellebrite warrants, represents and undertakes that its performance of its obligations in accordance with the terms of the Agreement and the provision of the Services will not breach any agreement by which it is bound.

5.3. Cellebrite warrants, represents and undertakes that it has the professional skills required to fulfil its obligations under the Agreement.

5.4. Customer warrants, represents and undertakes that:

5.4.1. Customer and the Devices provided to Cellebrite under this Agreement are in full compliance with the Conditions Precedent set forth in Annex A;

5.4.2. it has obtained, prior to the consummation of this Agreement, all approvals, permits, licences, consents, authorisations, permissions, notices, registrations, certifications, rulings, orders, judgements and other authorisations from any applicable data subject, employee, employee representative body, regulatory authority, or third party entity or person necessary for the retention and performance of the Services ("**Permissions**");

5.4.3. the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate actions;

5.4.4. neither the execution and delivery of this Agreement, nor compliance by it with the terms and provisions hereof and thereof, will conflict with, or result in a breach of any judgment, order, writ, decree, statute, rule, regulation or restriction;

5.4.5. its performance of its obligations in accordance with the terms of the Agreement will not breach any agreement by which it is bound, or violate or infringe any law or any copyrights;

5.4.6. it shall use reasonable endeavours to provide such information and assistance which is reasonably required to fulfil Cellebrite's obligations under the Agreement;

5.4.7. it has the right to be in possession of, access, interact with and otherwise use, all Devices, equipment, programmes, data and media (including any telecommunications systems) provided to Cellebrite for the purposes of providing the Services and that its collection, possession, processing and transfer of such Devices, equipment, programmes, data and media and its instructions to Cellebrite in connection with performance of the Services on the same shall be in compliance with all data protection and criminal laws and other applicable laws to which Customer and the Services are subject;

5.4.8. all information provided by it to Cellebrite during the Term (as defined below) shall be complete and accurate in all material respects, and that it is entitled to provide the information to Cellebrite for its use as contemplated under the Agreement;

5.4.9. it shall fulfil all of its obligations under the Agreement and shall cooperate with Cellebrite in all matters relating to the Agreement; and

5.5. Where necessary for, or incidental to, the performance of the Services, Customer authorises Cellebrite to:

5.5.1. access all Devices and all programmes, data and media contained on them;

5.5.2. process the data and media contained on the Devices, inter alia, by using Cellebrite's tools, technology and other means. The processing may include, collecting, analysing, organising, and structuring the data or any part thereof;

5.5.3. obtain and retain personal data on the Devices or programmes, data and media contained on them;

5.5.4. access and intercept communications on the Devices and programmes, data and media contained on them; and

5.5.5. use technology or other means to circumvent measures designed to prevent unauthorised access to Devices and all programmes, data and media contained on them, including where such measures are designed to protect copyright works.

5.6. ~~Customer shall provide to Cellebrite in a timely manner the following document: information, items, written evidence and materials in any form (whether owned by Customer or third party) and ensure that they are accurate and complete in all material respects:~~

~~5.6.1. Customer's IT Policy;~~

~~5.6.2. Customer's Acceptable Use Policy;~~

~~5.6.3. Customer's "Bring Your Own Device" Policy; and~~

~~5.6.4. evidence that Customer has obtained all Permissions required to permit Cellebrite to perform the Services~~

5.7. Customer shall:

~~5.7.1.~~ implement appropriate measures and policies to mitigate the risks of Customer's employees, agents, subcontractors or consultants ~~reporting any activities that form part of Cellebrite's Services directly to any law enforcement authority; and~~

~~5.7.2. immediately notify Cellebrite if, Customer becomes aware that any of Customer's employees, agents, subcontractors or consultants have reported any activities that form part of Cellebrite's Services directly to any law enforcement authority.~~

5.8. The warranties, terms and conditions stated in the Agreement are in lieu of all other conditions, warranties, terms or representations concerning the subject matter of the Agreement which might but for this Section 5 have effect between Cellebrite and Customer or would otherwise be implied or incorporated into the Agreement or any collateral contract whether by statute, common law or otherwise, all of which are hereby excluded (including, without limitation, the implied conditions, warranties or terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care).

5.9. Customer acknowledges that unless otherwise instructed, as part of the provision of the Services Cellebrite retains the data extracted from the Device upon completion of the Services for a period of three (3) months to support Customer.

5.10. Customer acknowledges that the provision of the Services, by Cellebrite is done on a premise of 'best effort' and Cellebrite does not warrant or otherwise represent a guaranteed success in achieving a Successful Completion (as such term is defined in the Services Agreement) or any other objective as set by this Agreement. The Parties agree that the Services are being performed solely for the purposes of accessing the Device, extracting data from the Device and copying data from the Device. Customer acknowledges that the provision of the Services by Cellebrite is done in good faith and no act or omission of Cellebrite in performing the Services in accordance with Customer's instructions shall be deemed to exceed Customer's instructions or constitute a breach of contract, civil wrong or criminal offence.

6. COMPLIANCE

6.1. Customer is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. Customer is obliged to comply with Cellebrite's then current business conduct policies.

6.2. Customer commits itself not to (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a

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benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act.

6.3. Upon Cellebrite's request, Customer confirms in writing that it adheres to the obligations under this Section 6 and that Customer is not aware of any breaches of the obligations under this Section 6. In the event of reasonable suspicion that the obligations under this Section 6 were not met, Cellebrite has the right, after notifying Customer regarding the reasonable suspicion, to demand Customer in accordance with applicable law to permit and participate - at its own expense - auditing, inspection, certification or screening to verify compliance with the obligations under this Section 6. The proceedings referred to can be executed by Cellebrite itself or a third party who is bound to secrecy and are exercised in compliance with applicable laws.

~~6.4. In the event Customer is in contact with a Government Official concerning Cellebrite, discussing or negotiating, or Customer engages a third party to do so, Customer is obligated (i) to inform Cellebrite in advance and in writing, clearly defining the scope of the interaction, (ii) upon request, to provide Cellebrite with a written record of each conversation or meeting with a Government Official and (iii) to provide Cellebrite monthly a detailed expense report, with all original supporting documentation. A "Government Official" is any person performing duties on behalf of a public authority, government agency or department, public corporation or international organization.~~

~~6.5. In the event Customer is in contact with a Government Official concerning the Services, the Customer acknowledges that Cellebrite shall not disclose any of the Sources and Methods (as defined in Section 6.6.1 below) that it applies to perform the requested Services, whether in live, written, or other testimony. In the event Customer is in contact with a Government Official concerning the Services, it is hereby clarified that Cellebrite shall not cooperate with any service of subpoenas or testify in any legal proceeding, unless such service of subpoenas and request to testify, are properly issued and served.~~

6.46. In connection with any investigations, indictments, motions, hearings, trials, or any other form of judicial proceedings, whether civil or criminal (collectively, "**Judicial Proceedings**"), the Customer hereby accepts, acknowledges, and agrees to the following terms and conditions:

6.46.1. Cellebrite's sources and methods of performing the Services (the "**Sources and Methods**") are proprietary and confidential Trade Secrets (as defined in Section 11.2 below). As such, Customer shall forebear, refrain and desist from seeking disclosure, testimony, or other publication for any purpose at any time related to such Trade Secrets. In any event, Cellebrite shall refuse any request or demand to provide any disclosure, testimony, or any other communications concerning such Sources and Methods.

6.46.2. As a matter of policy, Cellebrite shall not consent to service of defectively issued or served subpoenas or other legal process. Cellebrite shall only respond to properly served legal process issued by courts of competent jurisdiction over Cellebrite.

6.46.3. In the event that Cellebrite is properly served with a subpoena seeking testimony concerning any Services, issued by a court of competent jurisdiction, then any testimony by Cellebrite personnel shall be limited to chain of custody issues concerning any Device on which Services have been provided and any Data extracted from any Device in connection with such Services.

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6.46.4. The names, addresses, telephone numbers, email addresses, social security numbers, and other personal information of Cellebrite employees and former employees is Confidential Information (as defined in Section 11.1 below) that will not be disclosed by Cellebrite except by order of a court with competent jurisdiction over Cellebrite.

6.46.5. Customer shall bear all costs and expenses relating to Cellebrite's involvement in any Judicial Proceedings, including travel, lodging, and related out of pocket expenses. Customer shall further pay Cellebrite the then applicable day service rates for the involvement by Cellebrite personnel in Judicial Proceedings for each day that Cellebrite personnel are unable to work at Cellebrite's offices due to involvement in such Judicial Proceedings.

6.46.6. The Customer shall indemnify and hold harmless Cellebrite in connection with any document demands, subpoenas, legal process, in connection with any Judicial Proceedings by parties or their counsel, in relation to the Services provided by Cellebrite, including reimbursement of all costs and expenses, including reasonable attorneys' fees.

6.57. In the event Customer, despite respective notification, violates obligations under this Section 6 and cannot prove that the respective violation has occurred without fault or that adequate measures were taken to prevent respective violations from being made, Cellebrite has the right to withdraw from or terminate the Agreement. These termination rights also apply in the event of serious one-time violations unless Customer is not at fault. In addition, existing contractual and/or legal termination rights continue to exist independently and unlimitedly.

6.68. Customer shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section 6 by Customer

6.79. Customer shall make all effort to pass on the provision of this Section 6 to its affiliates and to bind its affiliates accordingly and verify compliance with the provisions within a possible use of the Services.

7. TERM AND TERMINATION

7.1. This Agreement shall be effective as of the Effective Date and shall remain in effect until the later of: (i) the last Term of the Voucher (as defined below), or; (ii) for a period of thirty-six (36) months as of the Effective Date or, (iii) until terminated by either Party as provided in Section 7.2 hereunder (the "**Term**")

7.2. Either Party may terminate this Agreement for any reason at any time by furnishing the other Party with a notice of termination thirty (30) days prior to such notice of termination having effect.

7.3. Notwithstanding the Term of the Agreement, the Agreement may be terminated immediately by either Party by giving written notice, where the other Party commits a material breach of the Agreement which is not cured within five (5) days following the notification of such breach

7.4. Cellebrite may terminate the Agreement with immediate effect in the event that Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations

7.5. Unless otherwise expressly provided herein, the termination of the Agreement for any reason shall not give either Party the right to claim any compensation, indemnity or

reimbursement whatsoever from the other by reason of such termination, but termination shall be without prejudice to any rights or remedies available to, or any obligations or liabilities accrued to, either Party at the effective date of termination.

7.6. Notwithstanding the aforementioned, upon any termination or expiry of the Agreement, Sections 2, 3, 4.6, 5, 6, 7.4, 9, 10, 11, 12, 13, and this Section 7.5 to the Agreement and any other Section or annex which should reasonably survive termination of the Agreement shall continue to be in force and effect even after termination or expiry of the Agreement and shall be without prejudice to the rights of either Party in respect of any antecedent breach of the Agreement.

7.7. Vouchers purchased by the Customer shall remain in full force and effect during the time periods set forth below (the "**Term of the Voucher**"):

7.7.1. In the event that the Customer purchased either (i) one (1) Voucher; (ii) five (5) Vouchers; or (iii) ten (10) Vouchers, each Voucher shall remain in full force and effect for a period of twelve (12) months from the date on which Cellebrite issued the Voucher to the Customer.

7.7.2. In the event that the Customer purchased twenty-five (25) Vouchers, each Voucher shall remain in full force and effect for a period of twenty-four (24) months from the date on which Cellebrite issued the Voucher to the Customer.

7.7.3. In the event that the Customer purchased a bundled solution (a.k.a Premium Unlimited Package) which includes (i) Cellebrite Advance Services; and (ii) Cellebrite Premium, each Voucher shall remain in full force and effect during the Cellebrite Premium License Term (as such term is defined under the Cellebrite Premium Agreement).

7.8. In the event of termination of the Agreement and/or expiration of the Term of the Voucher all Services shall be considered as completed by Cellebrite and the Customer shall not be entitled to any refund and/or any other rights driving from such Services.

8. FORCE MAJEURE

8.1. No Party hereto shall be liable for delays in performance caused by any extreme circumstance or event beyond the said Party's reasonable control and which was unforeseeable and unpreventable by said Party, and which interferes with the performance of the Services or agreements related thereto ("**Force Majeure**"). For avoidance of any doubt, Force Majeure shall include, but not be limited to, acts of God, war (whether declared or undeclared), act of terrorism, strikes, fires, accidents, floods, civil disturbance and natural disasters. Upon the ceasing or termination of Force Majeure, the Parties hereto shall resume their responsibilities under the terms of the Agreement within seven (7) days (or, if the same is not possible, within reasonable period of time).

8.2. The Force Majeure exonerates of liability the Party which invokes it, to the extent that this Party submits to the other Party a written notification within five (5) days as of the occurrence of the Force Majeure.

9. RELATIONSHIP OF THE PARTIES

9.1. The Parties hereby acknowledge that nothing herein shall constitute an employer - employee relationship between them, during the Term or thereafter, and under no circumstances shall Cellebrite or any of its group companies or others on its behalf be or be deemed to be an employee of Customer.

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9.2. No provision of the Agreement creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose.

9.3. Customer has no authority to bind or obligate Cellebrite by contract or otherwise, nor make any representations or warranties, without Cellebrite's prior written authorisation.

9.4. The provisions of this Section 9 shall survive the termination of the Agreement.

10. DATA PROTECTION

10.1. The Parties shall, in performing their respective obligations under this Agreement, comply with any associated legislation to the extent applicable to such Party, any applicable data protection legislation or regulations which may subsequently be introduced and any similar legislation or regulations in any other jurisdiction in which its obligations are performed.

10.2. Customer shall be the controller and Cellebrite shall be the processor in respect of any personal data processed by Cellebrite on Customer's behalf in performing its obligations under this Agreement.

10.3. ~~Customer acknowledges and agrees that the Personal Data may be transferred or stored outside the EEA or the country where Customer is located in order to carry out the Services and Cellebrite's other obligations under this Agreement.~~ RESERVED

10.4. Customer shall ensure that:

10.4.1. Customer is entitled to transfer the relevant personal data to Cellebrite so that Cellebrite may lawfully use, process and transfer the personal data in accordance with this Agreement on Customer's behalf; and

10.4.2. the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.

10.5. Cellebrite shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by Customer from time to time.

10.6. Each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

10.7. Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of any data provided by Customer to Cellebrite, including on any equipment or Devices which are provided to Cellebrite for the purposes of performing the Services.

10.8. In the event of any loss or damage to any data provided to Cellebrite in connection with this Agreement, Customer's sole and exclusive remedy shall be for Cellebrite to use reasonable commercial endeavours to restore the lost or damaged data from the latest back up of such data maintained by Cellebrite in accordance with Cellebrite's internal archiving procedure. Cellebrite shall not be responsible for any loss, destruction, alteration or disclosure of data caused by any third party (except those third parties sub-contracted by Cellebrite to perform services related to data maintenance and back-up).

10.9. Cellebrite shall, in providing the Services, comply with its internal privacy and security policies relating to the privacy and security of the data provided by Customer in

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connection with this Agreement, as such documents may be amended from time to time by Cellebrite in its sole discretion.

10.10. The Parties shall abide by and adhere to the Data Processing Addendum attached as Annex C.

11. CONFIDENTIALITY AND NON-COMPETE

11.1. Each Party acknowledges that in the course of performing its duties hereunder, it may receive or become aware of proprietary and confidential information, technical data, technical or operational process, know-how, business plans, customer lists (including any personally-identifiable data relating to Customers), and Trade Secrets (as defined below) of the other Party and other information that the receiving Party should reasonably believe to be confidential ("**Confidential Information**"), and that the disclosure or unauthorised use of any such Confidential Information may cause irreparable damage to the disclosing Party. Each Party shall at all times maintain in the strictest confidence, and cause its employees, consultants, sub-contractors, and any other person acting on its behalf, to maintain in the strictest confidence, all such Confidential Information, and shall not use, access, disclose, disseminate, process, store or otherwise handle any Confidential Information of the disclosing Party, other than as required for performance of its obligations, and exercise of its rights, under the Agreement.

11.2. Pursuant to 18 U.S.C. §1833(b), Customer 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 Customer's reporting a suspected violation of law, Customer may only disclose Cellebrite Trade Secrets to Customer's legal counsel and may only use the Trade Secret information, if Customer (i) files documents containing Trade Secrets under seal; and (ii) Customer does not otherwise disclose Cellebrite Trade Secrets, except pursuant to a court order.

"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.

11.3. The Confidential Information of a Party shall not include and this Section 11 shall not apply to data or information which: (i) was publicly available at the time it was disclosed or becomes publicly available, except through the fault of the receiving Party; (ii) was known to the receiving Party at the time of disclosure without an obligation of confidentiality; (iii) was disclosed after written approval of the disclosing Party; or (iv) becomes known to the receiving Party from a source other than the disclosing Party without breach of theAgreement by the receiving Party. Nothing in theAgreement shall prevent the receiving Party from disclosing Confidential Information to the extent the receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the receiving Party shall, unless prohibited by law (a) assert the confidential nature of the confidential information to the

agency: (b) immediately notify the disclosing Party in writing of the agency's order or request to disclose; and (c) reasonably cooperate with the disclosing Party in protecting against any such disclosure or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality

11.4. Each Party shall immediately upon becoming aware of the same give notice to the other of any unauthorised disclosure, misuse, theft or other loss of Confidential Information of the other Party, whether inadvertent or otherwise.

11.5. The provisions of this Section 11 shall survive the termination of the Agreement for any reason whatsoever.

11.6. During the Term, and for additional period of three (3) years thereafter Customer shall not, directly or indirectly, (i) solicit, endeavor to entice away from Cellebrite or otherwise interfere with the relationship of Cellebrite with any person or organisation who is, or was within the three (3) years preceding the effective date of termination of the Agreement, a customer, employee, consultant or office holder of Cellebrite; or (ii) own an interest in, manage, operate, join, control, or participate in or be connected with, as an officer, executive, partner, stockholder, consultant, service provider or otherwise any person or organisation in an activity which directly competes with Cellebrite's activities at the time of the termination of the Agreement.

11.7. Both Parties agree to maintain the details of this Agreement, including without limitation the Services provided hereunder, their respective terms and existence, as confidential information. Unless as may be required by applicable law, any of the Parties requiring to revel the existence of this Agreement or any detail or term of it, including without limitations any information regarding the Services, will obtain a prior and written consent from the other Party.

12 LIABILITY

12.1. Cellebrite's total aggregate liability to Customer and Customer group whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, the Agreement, will be limited to the amounts paid by Customer to Cellebrite during the twelve (12) months period that immediately preceded the event that gave rise to the applicable claim in accordance with the Agreement less any amount previously paid by Cellebrite to Customer (or any of its group companies) in satisfaction of any Claim.

12.2. Nothing in the Agreement shall limit or exclude either Party's liability:

12.2.1. for any losses, liabilities, fines, charges, damages, actions, costs and expenses, professional fees (including legal fees actually incurred) and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties ("**Loss**") to the extent it is caused by fraud, dishonesty or deceit;

12.2.2. for death or personal injury caused by its (or its agents') negligence,

12.2.3. that may not otherwise be limited or excluded by law

12.3. Except as set out in Sections 12.1 and 12.4, neither Party, nor any member of Customer group, will be liable whether based on a claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise arising out of, or in relation to, the Agreement, for:

12.3.1. any loss of profit;

12.3.2. loss of goodwill;

12.3.3. loss of further business;

12.3.4. loss or corruption of, any records, software, programs or other data or information; or

12.3.5. any indirect or consequential Losses (including where such loss or damage is of the type specified in Section 12.3.

12.4. The limitations and exclusions of liability set out in Section 12.3 will not apply in respect of the indemnities detailed in Section 12.6 and 12.7 and the obligation of Customer to pay undisputed charges which have already become due to Cellebrite in accordance with the Agreement.

12.5. Each Party shall use its best effort to mitigate loss which, for the avoidance of doubt, shall apply to any Losses within the scope of any indemnity under the Agreement.

12.6. Each Party (the "**Indemnifying Party**") shall indemnify and hold harmless the other Party (the "**Indemnified Party**") from direct losses, expenses, costs or damages (including reasonable legal fees) which may be brought against or suffered by the Indemnified Party (or its respective employees, directors, agents or consultants) as a result of gross negligence or wilful misconduct of the Indemnifying Party (or its respective employees, directors, agents or consultants) of its obligations under the Agreement, or as a result of any breach by either Party of its obligations under Section 11 (Confidentiality and Non-Compete) of the Agreement.

12.7. Customer shall, at its own expense:

12.7.1. indemnify and hold Cellebrite and its group companies, officers and directors harmless from any claim (whether brought by a third party or an employee, consultant or agent of Customer's)

12.7.1.1. arising from any use of the Services, or any deliverable provided by Cellebrite as part thereof, in a manner other than as authorised under the Agreement or under any law;

12.7.1.2. arising from any steps taken by Cellebrite to provide the Services (or any deliverables), pursuant to an instruction from Customer, which is contrary to any applicable law;

12.7.1.3. for any breach by Customer of Section 5.4.7 of the Agreement; or

12.7.1.4. for any breach by Customer of Section 10 of the Agreement;

12.7.2. reimburse on demand Cellebrite for any expenses, costs and liabilities (including reasonable attorney fees) incurred relating to such claim; and

12.7.3. pay on demand all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

13. GENERAL TERMS

13.1. Notwithstanding any other provision of this Agreement, each Party shall retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities and provision of services to third parties. In performing their respective obligations under this Agreement neither Party will be required to undertake any activity that would violate any applicable laws or mandatory regulations, including any applicable export control laws and economic sanctions programs.

13.2. Cellebrite and Customer each agree and undertake to the other that in connection with this Agreement and the provision of Services contemplated by this Agreement, they will

each respectively comply with any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, including any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

13.3. For the avoidance of doubt, the terms of this Agreement shall be considered as Cellebrite's Confidential Information. Customer shall not communicate in any form with the media or make any disclosure, publication, press release or any other announcements on any matter concerning this Agreement and/or Cellebrite and/or the Services without the prior written consent of Cellebrite.

13.4. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively.

13.5. Capitalised terms used under this Agreement shall have the meaning ascribed to them in the Service Agreement, unless otherwise defined herein.

13.6. Section headings in this Agreement are intended solely for convenience, and will have no meaning in or effect on the interpretation of the Agreement.

13.7. Customer will fully cooperate with any third party company that Cellebrite chooses to engage during the term of this Agreement in any way necessary to enable proper provision of the Services.

13.8. This Agreement, together with its appendices, contains all the terms agreed between the Parties regarding the subject matter and supersedes and replaces any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated in this Agreement. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into this Agreement (unless such untrue statement was made fraudulently). Without prejudice to the foregoing, the only remedy available to a Party in respect of a breach of any representation which is incorporated into this Agreement shall be for breach of contract.

13.9. This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

13.10. This Agreement may not be amended except by an agreement in writing expressed to vary this Agreement signed by duly authorised representatives of the Parties.

13.11. Failure or neglect by either Party to enforce at any time any of the provisions hereof shall not be construed as nor shall be deemed to be a waiver of that Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that Party's right to take subsequent action. The terms of this Agreement may only be waived by a document in writing which makes reference to this Agreement and the Parties hereto.

13.12. This Agreement and/or the rights and/or obligations rising from this Agreement may not be assigned and/or pledged without the prior written authorisation of the other Party.

13.13. It is expressly declared that no rights shall be conferred under this Agreement on any person other than Customer and Cellebrite, and no person other than Customer and Cellebrite shall have any right to enforce any term of this Agreement.

13.14. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

13.15. All notices shall be given in writing, and will be deemed to have been delivered to the addressee immediately on their delivery if delivered by hand or within 72 hours after

being sent by registered mail, as per the addresses set forth above or such other address as a Party may hereafter give notice to the other Party.

13.16. The Services were developed exclusively at private expense and qualify as a "commercial item" as defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Services by the U.S. Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 and/or DFARS 227.7202, as applicable.

13.17. The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed exclusively by the laws of the State of New York.

13.18. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in New York over any claim or matter arising under or in connection with this Agreement.

Annex A

Conditions Precedent

1. General

The Parties acknowledge and agree to fulfil the conditions set forth in this Annex A to the Agreement for the provision of Services by Cellebrite under the Agreement (the "**Conditions Precedent**").
Customer acknowledges that in the event that any of the Conditions Precedent are not met, achieved or maintained throughout the Term of the Agreement by Customer, Cellebrite will not be able to provide the Services to Customer and shall be entitled to terminate the Agreement forthwith.
Customer further acknowledges that Cellebrite's non performance of the Services which is due to a default of Customer to meet the Conditions Precedent will not be deemed as breach of the Agreement and Customer will not be entitled to any refund of payments made to Cellebrite and Cellebrite will be entitled to charge any direct expenses it incurred in preparation and anticipation for the service provision.

0. Conditions Precedent for Service performed at Cellebrite's premises or to Cellebrite's designated laboratory.

2.1. After submitting the fully executed 'Device Data' form to Cellebrite and prior to sending any Device(s) to Cellebrite, Customer is to receive a written confirmation and consent from Cellebrite to sending the Devices. Cellebrite's approval or denial for sending the Device shall be based, among others, on Cellebrite's internal list of the then-current Service supported devices.

2. Conditions Precedent for Service performed at Customer premises

3.1. After submitting the fully executed 'Device Data' form to Cellebrite, Customer will work with Cellebrite's designated person to coordinate timeframe for arrival to perform the Service.

3.2. Customer shall provide written confirmation of Customer's allocation of a designated room (the "**Designated Room**") to performance of the Services. Until Successful

Completion of the Services, the access to such Designated Room should be restricted to Cellebrite's personnel only.

3.3. The Designated Room is to be suitable for 1-2 people conveniently working and be equipped with at least 4 power outlets.

3.4 Cellebrite shall have the right to inspect the Designated Room prior to the commencement of provision of the Services. In the event that Cellebrite finds the Designated Room not suitable for the performance of the Services, Customer shall either make the room suitable or designate a different room.

3.5. Customer shall assure and approve in writing that the Designated Room is not videotaped and/or monitored in any manner except for entry/exit monitoring which is allowed and encouraged.

3.6. Customer shall provide written confirmation approving Cellebrite's personnel to carry into Customer's premises and in the Designated Room, the required equipment in a sealed packaging and assure that the equipment will not be inspected before, during or after performance of the Services.

3.7. Customer shall obtain, at Customer's expense, and provide to Cellebrite's personnel any documents, permit (including but not limited to visa), approvals or invitations which are required by Customer or by the laws of the country in which Customer and/or the Designated Room is located.

Annex B – Device Data

Service Code

	Date In	*Reference*	*Device Model*	*Model code*	*iOS Version*	*IMEI/MEID*	*Serial*	*Compatible*	*Condition Notes*
1									
2									
3									
4									
5									
6									
7									
8									
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11									
12									
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15									
16									

Annex C

Data Processing Addendum

. Customer commissions, authorises and requests that Cellebrite provide Customer the Services, which involves Processing Personal Data (as these capitalised terms are defined and used in the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679, in Directive 2016/680 on the processing of personal data by authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences, and in national laws supplementing the GDPR or transposing and implementing that directive (all collectively referred to as "**Data Protection Law**")).

. When performing the Services, Cellebrite is acting as a Processor or a sub-processor on behalf of Customer and Customer and Cellebrite are each responsible for complying with the Data Protection

Law applicable to them in their roles as Controller and Processor/sub processor, respectively (as these terms are defined and used in Data Protection Law).

. With respect to those activities of Cellebrite as a Processor, Cellebrite will Process the Personal Data, only on Customer's behalf, for as long as Customer instructs Cellebrite to do so, only as set forth in this Addendum and shall not Process the Personal Data for any purpose other than the purpose set forth in the next section

. The subject matter and purposes of the Processing activities are the unlocking of end-user digital devices (e.g., mobile phones), decoding data from digital devices and extracting data from digital devices, collecting end user data from cloud services, and performing analysis and analytics on such end user data – all as the case may be pursuant to the Agreement and Customer's instructions. The Personal Data Processed may include, without limitation:

. Data and meta data from end-user digital devices; End user data and meta data from cloud services

. Names, titles and contact information of Customer's employees

. The Data Subjects, as defined in the Data Protection Law, about whom Personal Data is Processed are data subjects with respect to which Customer uses Cellebrite's Products and Services and Customer's employees.

. With respect to those activities of Cellebrite as a Processor, Cellebrite will Process the Personal Data only on documented instructions from Customer, unless Cellebrite is otherwise required to do so by law to which it is subject (and in such a case, Cellebrite shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest).

7. Customer may only use the services to process Personal Data pursuant to a recognised and applicable lawful basis under Data Protection Law. Customer is solely responsible for determining the lawfulness of the data processing instructions it provides to Cellebrite and shall provide Cellebrite only instructions that are lawful under Data Protection Law.

. Cellebrite will make available to Customer all information in its disposal directly relevant to Customer and the services performed and necessary to demonstrate compliance with the obligations under Data Protection Law, shall maintain all records required by Data Protection Law, and shall make them available to Customer upon request.

. Customer acknowledges and agrees that Cellebrite uses the following sub-processors to Process Personal Data relating to names, titles and contact information of Customer's employees: Microsoft Corporation, Amazon Web Services, Inc., Signiant Inc., Salesforce.com, and Oracle.

. Customer authorises Cellebrite to engage other sub-processors for carrying out specific processing activities of the Services, provided that Cellebrite informs Customer at least 21 days in advance of any new or substitute sub-processor, in which case Customer shall have the right to object, on reasoned grounds, to that new or replaced sub-processor. If Customer so objects, Cellebrite may not engage that new or substitute sub-processor for the purpose of Processing Personal Data in the provision of the Platform and may terminate the Agreement with Customer for convenience, without liability to Customer for such premature termination

. Customer instructs Cellebrite and its sub-processors to Process the Personal Data only in member states of the European Economic Area, in territories and territorial sectors recognised under an adequacy decision pursuant to Data Protection (e.g., Israel; U.S. companies certified to Privacy Shield), or in territories in which the recipient is bound by adequate safeguards recognised by the European Commission as pursuant to Data Protection Law (e.g. Model Clauses).

. Cellebrite will procure that the sub-processors Process the Personal Data in a manner consistent with Cellebrite's obligations under this Annex C and Data Protection Law, with such obligations

imposed on that sub-processor by way of law or contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Law.

. In Processing Personal Data, Cellebrite will implement appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access in accordance with Article 32 of the GDPR and Cellebrite's IT Security Policy which Customer can request a copy of from Cellebrite. Cellebrite will ensure that its staff authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

. Cellebrite shall allow for and contribute to audits, including carrying out inspections on Cellebrite's business premises conducted by Customer or another auditor mandated by Customer during normal business hours and subject to a prior notice to Cellebrite of at least 30 days as well as appropriate confidentiality undertakings by Customer covering such inspections in order to establish Cellebrite s compliance with this Annex C and the provisions of the applicable Data Protection Law as regards the Personal Data that Cellebrite processes on behalf of Customer. If such audits entail material costs or expenses to Cellebrite, the parties shall first come to agreement on Customer reimbursing Cellebrite for such costs and expenses.

. Cellebrite shall assist Customer by any appropriate means available to it and applicable to its provision of the Services, to ensure compliance with the provisions of Data Protection Law on the data subject's rights.

. Subject to sections 17 and 18 below, Cellebrite will delete the Personal Data it has Processed on Customer's behalf under this Addendum from its own and its sub-processor's systems in due course following the date of cessation of the provision of the Services involving the Processing of Personal Data. Upon Customer's request, Cellebrite will furnish written confirmation that the Personal Data has been deleted pursuant to this section.

. Subject to section 18 below, Customer may, by written notice to Cellebrite, require Cellebrite to (a) return to Customer any Personal Data in Cellebrite's possession or control; or (b) delete the Personal Data it has Processed on Customer's behalf.

. Notwithstanding the foregoing, Cellebrite may retain the Personal Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws, provided that Cellebrite shall ensure the confidentiality of all such Personal Data and shall ensure that such Personal Data is only Processed as necessary for the purposes specified in the applicable laws requiring its storage and for no other purpose.

. Cellebrite shall without undue delay notify Customer of any 'Personal Data Breach' (as this term is defined and used in Data Protection Law) that it becomes aware of regarding Personal Data of Data Subjects that Cellebrite Processes. Cellebrite will use commercial efforts to mitigate the breach and prevent its recurrence. Customer and Cellebrite will cooperate in good-faith on issuing any statements or notices regarding such breaches, to authorities and Data Subjects.

. Cellebrite will assist Customer with the eventual preparation of data privacy impact assessments and prior consultation as appropriate, provided, however, that if such assistance entails material costs or expenses to Cellebrite, the parties shall first come to agreement on Customer reimbursing Cellebrite for such costs and expenses.

. Cellebrite will provide Customer prompt notice of any request it receives from authorities to produce or disclose Personal Data it has Processed on Customer's behalf, so that Customer may contest or attempt to limit the scope of production or disclosure request.

. All notices required or contemplated under this Annex C to be sent by Cellebrite will be sent either by electronic mail to Customer to the email address that Cellebrite has on file for Customer's main contact person.

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

   "Agreement" means this EULA, combined with the Cellebrite General Terms and Conditions (the "GTC") which is incorporated by reference herein, and any additional terms agreed upon in writing and signed by Buyer and Cellebrite.

   "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.

"Beta Software" means a pre-commercial, evaluation, pilot, "alpha", or "beta" version of the Software.

"Cellebrite" means Cellebrite DI Ltd. or its Affiliate that has an agreement with Buyer and/or issues invoices to Buyer with respect to any Software and/or Product, as applicable.

"Cellebrite Mobile Elite aaS" means the Cellebrite Mobile Elite as a Service solution to be provided to You by Cellebrite pursuant to any applicable order form and/or quote issued to you by Cellebrite and/or purchase order and/or agreement.

"Cellebrite PaaS" means the Cellebrite Premium as a Service solution to be provided to You by Cellebrite pursuant to any applicable order form and/or quote issued to you by Cellebrite and/or purchase order and/or agreement.

"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) manufactured by 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, Upgrade, Update, standalone software or any License Authorization Software.

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vi Named Users. If the Agreement specifies that any Software may be used by Named Users, Buyer shall (i) assign a unique login credential for access and use of the Software to each Named User, (ii) ensure that the Software is used only by the applicable Named Users, (iii) ensure that Users do not share login credentials, and (iv) maintain the security and confidentiality of its Named User login credentials

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

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

vi. For all other claims, 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.

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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.

1. **DISABLING CODE**

   A. Disabling Code. Software may be provided to Buyer with code that allows Cellebrite to disable such Software. Except as provided in Section 8.B, Cellebrite will not invoke such disabling code without Buyer's prior consent.

   B. Invocation of Disabling Code. Notwithstanding anything to the contrary, Cellebrite may invoke the disabling code without Buyer's consent if (i) Cellebrite reasonably believes that such Software has been, is being, or will be used in violation of Laws; (ii) Cellebrite is required to do so because of a court or regulatory order; (iii) Buyer has not paid an outstanding invoice more than sixty (60) days after such invoice is due, or; (iv) 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.

9. TERM AND TERMINATION

A. Term The term of this EULA is while any Software is under Buyer's control or possession. The License Term shall be determined in a separate agreement between Cellebrite and the Buyer.

B. Termination Cellebrite may terminate this EULA (i) 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 or (ii) if Buyer has not paid any invoice sixty (60) days after such invoice is due. Upon termination or expiration of this EULA, (a) Buyer shall be responsible for payment for all purchase orders delivered to Buyer by Cellebrite before the effective date of termination and (b) Buyer shall destroy all copies of any Software under Buyer's control or possession.

Survival The provisions of Sections 1-5, 6, 9, and 10-15 of this EULA shall survive any termination or expiration of this EULA

10. CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE

A Choice of Law, Jurisdiction

i. The Parties agree to meet and discuss any dispute or claim relating to the Agreement prior to seeking any judicial resolution, for a period of at least thirty (30) days, during which either party may request confidential mediation. If either party requests confidential mediation, the Parties shall conduct a minimum of two (2) days of confidential mediation with a neutral mediator selected by the American Arbitration Association in New York, New York.

ii. This Agreement and any disputes or claims arising hereunder are governed by the Laws of, and subject to the exclusive jurisdiction of, the country of incorporation of the Cellebrite entity that sold any Product or licensed any Software to Buyer, without giving effect to any choice of Law rules or principles. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State of New York and subject to the exclusive jurisdiction of the federal or state courts in New York, without giving effect to any conflict of Law rules or principles. Notwithstanding anything to the contrary, in the vent that the entity that sold any Product or licensed any Software to the Buyer is Cellebrite GmbH,

this Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts and, without giving effect to any conflict of Law rules or principles. The United Nations Convention on Contracts 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), and the Uniform Computer Information Transactions Act do not apply to this Agreement. Cellebrite may, at its sole discretion, initiate any dispute or claim against Buyer, including for injunctive relief, in any jurisdiction permitted by applicable Law.

B. Litigation Support. Cellebrite will only provide litigation support or testimony related to this Agreement if Cellebrite is compensated for its participation, including all travel expense, attorneys' fees, lost opportunity costs, and other applicable amounts. Purchaser will contact Cellebrite for a quote.

C. 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.

11. **ASSIGNMENT** – Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided to Buyer 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.

12. **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.

13. **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.

14. 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 of this EULA is held to be invalid or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired. The parties shall interpret the affected provision in a manner that renders it enforceable while attempting to closely approximate the intent and effect of the affected provision.

15. GOVERNMENT USE

A. U.S. Government End Users. The Software was developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" and/or "computer software documentation" 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 and/or DFARS 227.7202-4, as applicable.

B. Incorporation of FAR. If the Licensee is a U.S. federal government entity (or agency thereof), these Terms incorporate the following FAR provisions by reference:

52.222-50	52.233-3	52.222-54	52.222-21	52.222-26	52.203-6
52.204-10	52.209-9	52.212-4	52.222-40	52.222-41	52.203-13
52.222-36	52.222-37	52.233-4	52.212-5	52.209-10	52.222-35
52.222-53					

16. INAPPLICABLE TERMS AND PROVISIONS – ***VOID AB INITIO***. This Section ***only applies*** to U.S. local, county, state, governmental agencies and other U.S. law enforcement agencies that are state or federally funded by the United States Government. Subject to the foregoing statements, to the extent that any term or provision of the Agreement, is considered ***void ab initio***, or is otherwise unenforceable against the Licensee pursuant to applicable U.S. Law that expressly prohibits Licensee from agreeing to such term or condition, then such conflicting term or provision in this Agreement shall be struck to the extent to make such term or provision enforceable, and the remaining language, if any, shall remain in full force and effect.

Any Licensee policies or procedures which are not expressly required by U.S. Law, shall not apply or be incorporated into the Agreement.

This Section does *not* apply to any private enterprise, public or private corporation, law firm, consulting company, digital forensics company, non-law enforcement agency, private person, or any other corporate entity that is a Licensee.

Last Updated November 29, 2022

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Appendix I

CELLEBRITE'S STANDARD WARRANTY

A. Hardware Warranty:

Subject to the remaining Sections of this Appendix I, Cellebrite warrants that each Product, including all firmware but excluding 1) Software, for which the warranty is only as provided under Section B, 2) other Accessories, for which the warranty shall be as provided below, and 3) related services or prototypes of any Product, shall perform in substantial conformance with its Documentation for twelve (12) months after delivery (the "**Warranty Period**"). If any failure to conform to such specification ("**Defect**") is suspected in any Product during the Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions at Licensee's expense. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyse the Defect and any technical information provided by Licensee to verify whether any Defect appears in the Product.

If a returned Product does not have a Defect, Licensee 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 its option, either repair or replace the defective Product with the same or equivalent Product without charge. If, after a period of thirty days following Cellebrite's receipt of the returned Product, repair or replacement has not occurred then Cellebrite will credit or refund (at Cellebrite's option) the purchase price, provided: (i) Licensee notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Licensee knows or reasonably should know of the claimed Defect, and (ii) the Defect appears within the Warranty Period. Cellebrite shall

ship any replacement Product DAP, excluding Import VAT (Incoterms 2010), to Licensee's destination. Title to any replaced Product or replaced parts of any Product shall pass to Cellebrite upon delivery.

In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty will perform in substantial conformance with the Documentation for a period of (i) six (6) months from the date of repair or replacement or (ii) until the expiration of the original Warranty Period, whichever is later.

Accessories shall perform in substantial conformance with their Documentation for six (6) months after Licensee's receipt (the "**Accessories Warranty Period**"). If any Defect is suspected in any accessories during the Accessories Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective Accessories to Cellebrite in accordance with Cellebrite's instructions. No Accessories will be accepted for repair or replacement without the written authorisation of Cellebrite. If returned Accessories do not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If returned Accessories have a Defect, Cellebrite shall either repair or replace the defective Accessories with the same or equivalent Accessories without charge. Title in any replaced Accessories shall pass to Cellebrite upon delivery of the replacement Accessories

"**Accessories**" shall mean using any peripheral equipment which accompanies, or is used in conjunction with, the Products, including without limitation, cables, kits, connectors or other accessories.

B. Software Warranty:

Cellebrite warrants to Licensee that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformance with its Documentation. As Purchaser's sole and exclusive remedy, Cellebrite will, at its sole expense, and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty. Software shall be provided with an initial twelve (12) months license which may be renewed by Purchaser for additional terms against payment of the applicable subscription fees to Cellebrite (the "**Software License Period**"). During the

Software License Period Cellebrite shall provide Purchaser with periodical Software Updates, at Cellebrite's sole and absolute discretion.

C. Exclusions

Cellebrite is not responsible for any claimed breach of any warranty caused by: (a) Licensee's use of the Products or Software in violation of Section 2(C) ("License Prohibitions"); (b) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Licensee; (c) Licensee's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (d) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (e) for any Product with a touch screen, any Defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any Defect caused in a touch screen by Licensee's negligence or wilful misconduct; (f) maintenance of the Products or Software in a manner that is contrary to written instructions provided by Cellebrite to Licensee; (g) a product or service not provided, authorised or approved by Cellebrite for use with the Products or Software; (h) any repair services not authorised or approved by Cellebrite; (i) any design, documentation, materials, test data or diagnostics supplied by Licensee that have not been authorised or approved by Cellebrite; (j) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS" to the maximum extent permissible by law); (k) 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; (l) 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; (m) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (n) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorised by an agreement between Cellebrite and Licensee; (o) use of Products or Software incorporated into a system, other than as authorised by Cellebrite; or (p) any Products or Software that has been resold or otherwise transferred to a third party by Licensee (any Product or Software affected by the cases in (a)-(p) is referred to hereinafter as an "**Excluded Item**"). The warranties herein do not apply to, and Cellebrite makes no warranties with respect to the computer or other platform on which the Software is installed or otherwise embedded.

Warranty Limitations: EXCEPT AS STATED IN THIS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES,

SUBCONTRACTORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, AT COMMON LAW OR BY STATUTE, AND

SPECIFICALLY DISCLAIM ANY WARRANTY AND/OR CONDITION RELATING TO THE PRODUCTS, SERVICES, OR THE CONFIDENTIAL INFORMATION, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY, PATENT SUFFICIENCY, FITNESS FOR A PARTICULAR PURPOSE, USE, VALUE, NONVIOLATION OF PRIVACY RIGHTS, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, AND THE EQUIVALENTS THEREOF UNDER THE LAWS OF ANY JURISDICTION OR THAT THE PRODUCTS WILL BE OF SATISFACTORY QUALITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSEE'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 (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT CELLEBRITE'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Cellebrite expressly disclaims and renounces any warranty or representation that the Products and/or the Software can work with all types of devices, any particular device, or with any particular version of any operating system. Licensee assumes the entire risk and all liabilities that the Product and/or the Software will not work with respect to any such device. THE LICENSEE'S BENEFITS FROM THE SERVICES ARE PROVIDED BY CELLEBRITE ON AN "AS-IS" AND "WHERE IS" BASIS AND WITH ALL FAULTS.

E. Repaired or Replaced Products:

Before returning a Product for service, Licensee will back up any data contained in such Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, LOSS OF, OR CORRUPTION OF, ANY RECORDS, PROGRAMS, DATA OR INFORMATION RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

CELLEBRITE PATHFINDER ADDENDUM

1. General.

a. Definitions. Any capitalized terms not defined herein shall have the meaning ascribed to such term in the General Terms and Conditions ("GTC") available at: https://legal.cellebrite.com/us/index.html or the End User License Agreement ("EULA") available at: https://legal.cellebrite.com/End-User-License-Agreement.html, as applicable.

b. Conflicting Provisions. In case of any conflict between the provisions of this Addendum and any provision of the GTC or the EULA referenced therein, the provisions of this Addendum shall prevail.

c. In the event of any conflict, ambiguity or inconsistency between the provisions of this Cellebrite Premium Addendum, the Agreement, the GTCs and/or any other provision relating to the Product in any other document, such as a Quote, the following order of precedence shall apply: (1) this Addendum, (2) the Agreement; (3) the Quote, (4) a Confirmed PO; and (5) the terms of any other document relating to the Product.

d. Entire Agreement. This Addendum shall form an integral part of the Agreement. Unless expressly specified herein, all other terms and conditions in the Agreement shall apply and shall remain in full force and effect, to the extent they are relevant and/or effective.

2. Setup and Deployment

a. Setup. Following the Effective Date of the Agreement, the Parties shall have a meeting during which the Parties will agree, in writing, on the anticipated deployment schedule and plan for the Software with the Licensee's system. At this meeting, the Parties will agree on the details of the instalment, deployment and setup of the Software with the Licensee's system ("Setup"), and such details shall be set out in a Statement of Work which will be attached as Annex A to the Agreement ("SOW") and will be considered part of the Agreement.

b Deployment. Licensee undertakes to provide Cellebrite and/or any third party acting on its behalf, ~~full~~ escorted access to its premises, at reasonable working hours, in order to perform and complete the Setup and its obligations under the SOW. Licensee shall provide Cellebrite with all information, documentation and materials requested by Cellebrite to commence the Setup. Cellebrite shall commence work on the on premise Setup only after it received all such information, documentation and materials. If Licensee does not provide the materials and documents required or requested by Cellebrite within a reasonable time Cellebrite will have the right to terminate this Agreement.

3. Licensee Obligations

a. The Software will be fully managed by the Licensee as part of Licensee's systems. The Licensee will host the Software on its own servers, where applicable, and will be responsible for the ongoing management of the Software, for obtaining and maintaining any and all regulatory licenses and approvals which may be necessary for the Licensee's use of the Software. The Licensee will bear all costs and expenses incurred in connection with its obligations under this Section 5. Without limiting the generality of the foregoing, the Licensee stipulates that it will be responsible for all of the following:

1. all necessary co-operation required in relation to the Setup and deployment of the Software;

2. all necessary escorted access required in order to make the Setup;

3. all hosting, IT and bandwidth services concerning the Software, where applicable.

b. The Licensee shall be responsible and liable for obtaining and maintaining any regulatory approval, license, permit, certifications or consent for operating the Software and performing all of its other obligations and activities under these GTC and the Agreement as required by any regulator, as well as for compliance with any and all applicable legislation relating to the Licensee's performance under these GTC and the Agreement, including applicable trading, data protection and criminal laws and other applicable laws to which Licensee, the Software and the Product are subject and procuring the infrastructure necessary to maintain connectivity with the applicable regulator. Cellebrite shall have the right to terminate this Agreement with immediate effect by written notice to the Licensee if Licensee's fails to promptly obtain or maintain any such Licensee regulatory licenses or comply with applicable law.

c. Licensee shall carry out all other Licensee responsibilities set out in the Agreement, the SOW, these GTC or in any other document in a timely and efficient manner. In the event of any delays in the Licensee's provision of such assistance as agreed by the Parties, Cellebrite may adjust any timetable or deployment date as reasonably necessary.

TRAINING TERMS AND CONDITIONS

In addition to the GTC, this training terms addendum (the "Addendum") applies to any purchase by purchaser of training (as further set forth herein) from Cellebrite. In the event of any conflict between this Addendum and the GTC, this Addendum shall control with regards to Purchaser's purchase of training services.

Commented [MDA1]:

1. Definitions. In this Addendum, the following defined terms have the meaning ascribed to them below:

   (i) "Cellebrite Certified Instructor" means an individual who has passed the requirements prescribed by Cellebrite to lead a given Class.

   (ii) "Certificate" means a certificate issued by Cellebrite to a Student who has completed a Class and passed the applicable examination and completed any other requirements as may be determined by Cellebrite, from time to time.

   (iii) "Class" means a training program supplied by Cellebrite hereunder.

   (iv) "ILT" means a Class whether as an Open Training Classes or a Private Training Classes, that is led by a Cellebrite Certified Instructor and provided in a classroom environment.

   (v) "OLT-LO" means a Class that provides live online training and is designed to be similar to ILT;

   (vi) "Private Training Classes" means any Class delivered to Students of the Purchaser which are either held at the Purchaser's premises or at Cellebrite's premises, all as shall be set forth in the Confirmed PO. The Private training Class shall include a classroom setup, professional instructor services, training materials, instruction, and where applicable, certification attempts and training records;

   (vii) "Seat" means a Student's confirmed place in a Class, on a specific date and at a specific class location which has been requested and purchased by a Purchaser;

   ( ) "Open Training Classes" means a Class in which any Purchaser may reserve a Seat and attend (subject to stated restrictions for each class, i.e. - Law Enforcement or Military Only) together with other students (as opposed to a Private Training Class that is delivered only to Students of the Purchaser) ;

   (viii) "Student" means an individual attending a Class that is an employee or an individual independent contractor of Purchaser for which Purchaser purchased a Seat;

   (ix) "OLT-OD" means a Class that is available online, on-demand to a Student, and is self-paced and designed to support a Student unable to attend ILT.

2. Training Classes. Purchaser may purchase either one of the followings Classes: (i) Private Training Class –provided solely to Students elected by Purchaser, at such date and location specified in the Purchase Order (see below); (ii) Open Training Classes - which allows the Purchaser to purchase Seats in a specific Class for Students elected by Purchaser to attend on his behalf in an ILT or OLT-LO; or (iii) OLT-OD - as a Student in an accessible online and on demand, class at the time suitable for Purchaser at his own discretion.

3. Purchase Order Terms. In each Purchase Order, Purchaser shall specify: **For purchase of Open Training Classes:** (i) Number of Seats requested and the name of each Student attending a Class and current contact information (including email address) for each such Student; (ii) the name and contact information of Purchaser's point of contact; (iii) for ILT, the date and location of the course(s) for which Purchaser is seeking each Seat; (iv) for OLT-LO, the date of the course(s) for which Purchaser is seeking each Seat; (v) the price per Seat purchased, as specified in Cellebrite's Quote. **For purchase of Private Training Classes:** (i) Number of Seats required in the Class that the Purchaser is committing to have in the Class (the

"**Minimum Commitment**") of ; (ii) the name and contact information of Purchaser's point of contact; (iii) the date and location of the course(s) for which Purchaser is seeking; (v) the name of the Class to be performed; **For purchase of OLT-OD:** (i) the name of the Class to be purchased; (ii) Number of Seats requested and the name of each Student attending a Class and current contact information (including email address) for each such Student; (iii) the price per Seat purchased, as specified in Cellebrite's quote issued by Cellebrite pursuant to the relevant Purchase Order (the "**Quote**"). Cellebrite shall provide a written response to each Purchase Order within seven (7) business days following the issuance of a Purchase Order for training Services. In the event Cellebrite fails to respond to Purchaser within such period, the applicable Purchase Order shall be deemed accepted by Cellebrite

4. Payment Terms. In the event that Cellebrite have accepted a Purchase Order submitted by Purchaser, Cellebrite shall issue Purchaser with an applicable invoice. Payment shall be due and payable in accordance with the payment terms set forth in the Quote (the "**Purchase Price**"). All payments shall be made in U.S. dollars, unless otherwise mutually agreed by Cellebrite. Failure to pay the Purchase Price when payable, shall entitle Cellebrite, in addition to any other rights and remedies available to Cellebrite, to an interest of 1.5% of the Purchase Price per month or the maximum rate permitted by law. Purchaser shall also be responsible for paying for all reasonable fees and costs incurred by Cellebrite, including legal fees, in collecting any overdue amounts.

   It is clarified that the Purchase Price is non-refundable and shall entitle Purchaser to use the applicable number of Seats purchased within the period of the applicable Registration Key as further specified under Section 12 below.. Following such period any seats purchased but not used shall be considered forfeited and shall expire so they could no longer be used.

0. Taxes and import fees. Unless otherwise indicated, all amounts are exclusive of any tax, duty, levy, or similar government charge that may be assessed by any jurisdiction. If Purchase is required to withhold any taxes from payments owed, the amount of payment due shall automatically be increased to offset such tax, so that the amount remitted to Cellebrite shall equal the amount invoiced.

0. Cancellation or Modification by Purchaser.

   6.1. **Open Training Classes**. Purchaser may cancel a Purchase Order or a portion thereof, for any Student on his behalf, or postpone or reschedule any attendance at an Open Training Classes by a Student by providing Cellebrite notice thereof that is received by Cellebrite at least forty five (45) days prior to the applicable Class. In the event that Purchaser did not informed Cellebrite of such modification forty five (45) days prior to the applicable Class, Purchaser shall bear the proportion of Cellebrite's costs set forth below incurred in connection with such Class prior to Cellebrite's receipt of such notice, including costs of rental of a location, costs of travel, personnel costs, costs of materials, shipping costs and other costs (the "**Modification Costs**"); provided that Cellebrite shall use commercially reasonable efforts to mitigate such costs.

Days Prior to Class Date	Cancellation Fee per Seat	Rescheduling Fee per Seat
≥ 45 days	0%	0%
22 days and ≤ 44 days	25%	0%
15 days and ≤ 21 days	50%	10%
≤ 14 days	75%	25%

   Cellebrite may invoice Purchaser at any time for the Modification Costs. Purchaser may submit a modification to Cellebrite by sending an email to training@cellebrite.com. Cellebrite may, in its reasonable discretion, allow Purchaser to substitute one Student for another Student if Purchaser submits such request to Cellebrite at training@cellebrite.com.

6.2. **Private Training Classes**. Purchaser may cancel a Purchase Order or a portion thereof, by amending the number of Students to be participating in the Private Training Classes or postpone or reschedule the date of the Private Training Classes, by providing Cellebrite notice thereof that is received by Cellebrite at least forty-five (45) days prior to the applicable Class. It is clarified that the minimum commitment is nonrefundable, therefore a decrease in the number of Students shall not entitle Purchaser for any partial refund. In the event that Purchaser did not informed Cellebrite of such modification thirty (30) days prior to the applicable Class the Private Training Classes shall be considered forfeited and any payment paid by purchaser shall not be refunded.

7. Cancellation or Modification by Cellebrite. Cellebrite may modify the location, date, start time or other matters in relation to ILT and OLT-LO, including due to reason of lack of the minimum students required to perform the class, without liability, by notifying Purchaser 14 days prior to the date of the Class. In the event that Cellebrite cancelled the Class, Purchaser shall have the right to re-enroll to a different class of the same kind, provided that such right to enroll will be forfeited after twelve (12) months from the date of the notice of cancellation. It is the Purchaser's responsibility to re-enroll to a Class within the twelve (12) month period.

0. Registration. Purchaser shall ensure that each Student registers separately in Cellebrite's learning management system. Purchaser understands that Cellebrite may place restrictions on certain Classes from time to time, including prerequisites or limitations to certain types of Students (*e.g.*, law enforcement officers). Purchaser shall ensure that each Student does not use login credentials of any other Student and that each Student provides accurate information as part of his or her registration. A Student that does not have his or her own login credentials may not have accurate student records, access to appropriate course materials, complete applicable examinations or receive any Certificates. Without limiting any other remedy, Cellebrite may invoice Purchaser for any additional fees associated with sharing of any account by any Student.

8. Enrollment. For any Student to attend a Class, a registration key is required. Cellebrite shall provide a registration key to the email address associated with each Student that is to attend a Class under a Purchase Order after Cellebrite receives payment for such Class. Each registration key is unique and is valid for one Student to attend one Class. In the event that Purchaser purchases the right for a bulk number of Students to attend a Class (as may be determined by Cellebrite from time to time), Cellebrite shall send a list of registration keys to Purchaser's point of contact for distribution to each Student by Purchaser. Cellebrite may cancel a reservation for ILT or OLT-LO or revoke a registration key if a Student has not completed any prerequisite for the applicable Class.

9. ILT Specific Terms. Purchaser must submit a Purchase Order for ILT, OLT-LO and OLT-OD, and Cellebrite must have received payment from Purchaser therefor, at least fifteen (15) days before the earliest ILT for which Purchaser is purchasing Seats thereunder. Cellebrite may, at its option, accept a Purchase Order after such time frame, but Purchaser may not receive appropriate notifications or may be subject to additional charges for expedited shipping, last minute travel and lodging charges, additional Cellebrite Certified Instructors and other such costs. For an ILT to proceed as scheduled, a minimum number of Students is required. Cellebrite may cancel an ILT for any reason, including because an ILT does not have enough Students. Any cancellation by Cellebrite hereunder shall be without liability to Purchaser. Cellebrite requests that Purchaser not purchase any travel for any Student prior to receipt of confirmation that an ILT will take place.

10. International Classes. For any Class that is not conducted in the United States of America, Purchaser shall be responsible for providing appropriate assistance to Cellebrite regarding entering the applicable country, including information about customs requirements, visa requirements, facilitating entry of Cellebrite personnel and Products, import and export laws or regulations of the applicable country, ensuring use of Products and training Services complies with applicable laws and regulations in the applicable country and other matters. At Cellebrite's request, Purchaser shall act as consignee of Products that Cellebrite seeks to import into the

applicable country for a Class at which Purchaser has any Student attending. Cellebrite is not responsible for any delay or cancellation to any Class as a result of delays in import or export of Products or visas for Cellebrite personnel.

12. Registration Keys. Upon Cellebrite's receipt of Purchase Order therefor, Cellebrite shall issue the Purchaser the applicable number of registration keys for seats in Classes. A registration key for a Seat in a Class of OLT-OD is only valid for forty-five (45) days after issuance by Cellebrite and a Seat in a class of the either ILT, OLT-LO or OLT-OD is only valid for one (1) year as of its issuance by Cellebrite. In order to participate in OLT-OD or OLT-LO, a Student is responsible for procuring his or her own computer and Internet access that are able to access OLT-OD or ILT-LO. Each Student taking a OLT-OD must have current licenses to Cellebrite's products and technologies, which are relevant and required for a specific course, from Cellebrite, and Cellebrite may require that each such Software is the latest version thereof. Certain OLT-OD or ILT-LO may also have additional Software licensing requirements, and Cellebrite may change the requirements for licensing of Software for any OLT-OD or ILT-LO from time to time, without notice.

1. Training Materials. As part of a Class, Purchaser shall have access to training materials provided by Cellebrite ("**Training Materials**"). Cellebrite hereby grants Purchaser a nonexclusive, non transferable, revocable right and license to access and use the Training Materials for the sole purpose of obtaining training on the products of Cellebrite during the Class. Purchaser acknowledges that the license to use Training Materials shall not include a right to enhance, alter, reproduce or produce derivative works based upon the Training Materials, nor the right to transfer, assign, disclose or otherwise share the Training Materials to any third party. Purchaser further acknowledges that Purchaser may not use the material to construct or conduct a similar training class. Cellebrite shall retain the ownership of, copyright in, and all intellectual property rights in and to the Training Materials, in whatever form and media, and all parts thereof.

13. Certificates. Upon successful completion of a Class by a Student, and successful completion of the appropriate evaluation, Cellebrite shall issue the appropriate Certificate to such Student. Any Certificate shall be valid until two (2) years after it was issued. Any Certificate that is altered by or on behalf of Purchaser shall no longer be valid, and Cellebrite reserves the right to cancel any Certificate that has been altered at any time and with no liability to Purchaser.

1. Warranty Disclaimer. EXCEPT AS SET FORTH IN CELLEBRITE'S STANDARD WARRANTY, EACH CLASS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, CELLEBRITE DOES NOT WARRANT THAT: (I) THE INFORMATION AVAILABLE THROUGH OLT-OD OR ILT-LO IS FREE OF ERRORS; (II) OLT-OD OR ILT-LO WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS; (III) DEFECTS WILL BE CORRECTED; OR (IV) CELLEBRITE'S SERVERS OR THE SERVERS THAT MAKE OLT-OD OR ILT-LO AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

2. Knowledge Transfer sessions. Cellebrite will make every effort to provide you with all important knowledge during Training Class(es), as per the current Training Materials available. Note that some sessions performed by Solutions Engineers not under any of the training formats provided under these terms, are knowledge transfer sessions which differ from Training Classes. Other terms and conditions may apply to such knowledge transfer sessions.

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SAAS TERMS OF SERVICE

THESE SAAS TERMS OF SERVICE (THE "**TERMS**" OR THIS "**AGREEMENT**") ARE A LEGAL AGREEMENT BETWEEN THE ENTITY ON WHOSE BEHALF YOU ARE AGREEING TO THIS AGREEMENT ("**CUSTOMER**") AND CELLEBRITE. BY CLICKING THE "I ACCEPT" BUTTON, EXECUTING AN ORDER FORM THAT INCLUDES THESE TERMS BY REFERENCE, ACCESSING OR USING THE CELLEBRITE SERVICES, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND ACCEPTS THESE TERMS. YOU ARE AGREEING TO THESE TERMS AS A REPRESENTATIVE OF AN ENTITY, AS A REPRESENTATIVE OF CUSTOMER, AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER. IF CUSTOMER DOES NOT AGREE WITH ALL OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE CELLEBRITE SERVICE REFERENCED IN THE ORDER FORM. ~~CELLEBRITE MAY MAKE CHANGES TO THE CELLEBRITE SERVICES AND TO THESE TERMS AT ANY TIME.~~

Commented [MDA1]: Hopefully notice would be given to JSO

1 DEFINITIONS.

"**Activation Date**" means the date, set forth in the applicable Order Form, on which the Cellebrite Service is scheduled to be made available to Customer.

"**Affiliate**" means any entity, now or hereafter existing (so long as such entity does not have its own agreement with Cellebrite for use of the Software or access and use of the Cellebrite Services) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, "**control**" means direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise. An entity shall be considered an "Affiliate" only so long as that entity meets the foregoing definition.

"**Ancillary Services**" means implementation, training or consulting services that Cellebrite may perform as described in an Order Form.

"**Authorized Purposes**" means Customer's internal business purposes.

"**Authorized Users**" means the number of Users that Customer is licensed to have access to the Services, all as set forth in the Order Form.

"**Cellebrite**" means Cellebrite DI Ltd. or its Affiliate that has an agreement with Customer and/or issues invoices to Customer with respect to the Services.

"**Cellebrite Service**" means the Cellebrite Software as a Service ("**SaaS**") to be provided by Cellebrite to Customer pursuant to these Terms and any applicable Order Form, and for all purposes of these Terms, such services exclude any Open Source Software that may be used to provide the Cellebrite Service and all Third Party Offerings.

"**Customer Data**" means all data, including Personal Information, submitted, stored, posted, displayed, or otherwise transmitted to the Cellebrite Service by or on behalf of Customer, including without limitation by any User.

"**Customer System**" means Customer's internal website(s), servers and other equipment and software used in the conduct of Customer's business.

"**Documentation**" means the printed, paper, electronic or online user instructions and help files made available by Cellebrite for use with the Cellebrite Service, as may be updated from time to time by Cellebrite.

"Intellectual Property Rights" means all intellectual property rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

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

"Open Source Software" means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative (www.opensource.org).

"Order Form" means a purchase order submitted by Customer to Cellebrite. Affiliates of Customer may purchase licenses to access and use the Cellebrite Service, or receive Support Services or Ancillary Services, subject to these Terms by executing separate Order Forms hereunder, and by executing an Order Form, that Affiliate of Customer shall be bound by these Terms as if it were an original party hereto.

"Personal Information" means (i) all data that identifies an individual or, in combination with any other information or data available to a relevant entity, is capable of identifying an individual, and (ii) such other data that is defined as "personal information" or "personal data" under applicable law.

"Services" means the Cellebrite Service, Support Services and any Ancillary Services.

"Statement of Work" means a written statement of work entered into and signed by the parties describing the Ancillary Services to be provided by Cellebrite to Customer.

"Subscription Term" means the subscription period for Customer's use of the Cellebrite Service set forth in an Order Form.

"Support Services" means the support and maintenance services offered by Cellebrite and purchased by Customer pursuant to an Order Form.

"Third Party Offerings" means certain software or services delivered or performed by third parties that are required for the operation of the Cellebrite Service, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Cellebrite Service.

"User" means a person for whom access to the Cellebrite Services during the Subscription Term have been purchased pursuant to an Order Form, (b) who are authorized by Customer to access and use the Cellebrite Service, and (c) where applicable, who have been supplied user identifications and passwords for such purpose by Customer.

2. ORDERS; LICENSES; AND RESTRICTIONS.

2.1 **Orders**. Subject to the terms and conditions contained in these Terms, Customer may purchase subscriptions to access and use the Cellebrite Services pursuant to Order Forms. Unless

otherwise specified in the applicable Order Form. Cellebrite Services are purchased as User and storage space subscriptions and may be accessed by no more than the number of Users specified in the applicable Order Form. Additional User and/or storage space subscriptions may be added at any time during the applicable Subscription Term, prorated for the remainder of the Subscription Term in effect at the time the additional User and/or storage space subscriptions are added and invoiced separately from the then-existing User and/or storage space subscriptions, as applicable, for the remainder of such Subscription Term. The added User and/or storage space subscriptions shall terminate on the same date as the pre-existing subscriptions. Unless otherwise specified in the applicable Order Form, User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Cellebrite Services. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Cellebrite regarding any future functionality or features. If there is any inconsistency between an Order Form and these Terms, the Order Form controls.

2.2 **Access and Use License.** Subject to Customer's compliance with the terms and conditions contained in these Terms, Cellebrite hereby grants to Customer, during the relevant Subscription Term, a limited, non-exclusive, non-transferable (a) right for its Users to access and use the Cellebrite Service in accordance with the Documentation, and (b) license to download any software if software is offered by Cellebrite and required for access and use of the Cellebrite Service (the "**Downloadable Software**"), in each case solely for Customer's Authorized Purposes and not for the benefit of any other person or entity. Customer's use of the Cellebrite Service may be subject to certain limitations, such as, for example, limits on storage capacity for Customer Data. Any such limitations will be specified either in the Order Form or in the Documentation. All references to Cellebrite Services shall include Downloadable Software.

2.3 **Restrictions.** Customer shall not, directly or indirectly, and Customer shall not permit any User or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Cellebrite Service; (b) modify, translate, or create derivative works based on any element of the Cellebrite Service or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Cellebrite Service; (d) use the Cellebrite Service for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer and Users; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties any evaluation of the Cellebrite Service without Cellebrite's prior written consent; (g) use the Cellebrite Service for any training purposes, other than for training Customer's employees, where Customer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing; (g) deactivate, modify or impair the functioning of any disabling code in any Software; (h) use the Cellebrite Service for any purpose other than its intended purpose; (i) interfere with or disrupt the integrity or performance of the Cellebrite Service; (j) introduce any Open Source Software into the Cellebrite Service; (k) attempt to gain unauthorized access to the Cellebrite Service or their related systems or networks; (l) use the Cellebrite Service 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; or (n) use the Cellebrite Service to violate any rights of any third party.

2.4 **Reservation of Rights.** Except as expressly granted in these Terms, there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in these Terms are reserved by Cellebrite.

3. THIRD PARTY OFFERINGS.

3.1 Customer acknowledges and agrees that the access and use of any Service (or certain features thereof) may involve access and/or use of Third Party Software. In addition to the Agreement, Customer shall comply with the terms and conditions applicable to any such Third Party Software, including without limitation the following terms and conditions: i. BingMaps - https://www.microsoft.com/en-us/maps/product/terms-april-2011; http://aka.ms/BingMapsMicrosoftPrivacy; ii. OpenStreetMap – http://www.openstreetmap.org/copyright.

Commented [GBM4]: Can we have a list of the third party software? Open source is very concerning.

Commented [AR5R4]: List to be provided

Commented [MDA6]: Open Source

3.2 No Implied Licenses. Except for the express licenses set forth herein, Cellebrite does not grant any license to Customer, whether by implication or otherwise.

3.3 Open Source Software.

I. Services may use and/or be provided with third party open source software, libraries or other components (**"Open Source Component"**). 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 Customer from its respective licensors and not sublicensed to Customer 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. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Customer, and such source code was not delivered to Customer 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, Customer shall contact Cellebrite at support@cellebrite.com.

Commented [MDA7]: Potential security concern need more information on what all is open source

Commented [EJE8R7]: We should have a Software Bill of Materials

Commented [EJE9R7]: Also, who, how, and how often are third party and/or open source software components checked for vulnerabilities? What is done if vulnerabilities are found?

Commented [AR10R7]: See above comment

4. **PASSWORDS; SECURITY.**

4.1 **Passwords**. Customer shall be, and shall ensure that each of their Affiliates and their respective Users are, responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the User. Customer is solely responsible for any and all access and use of the Cellebrite Services. Customer shall and shall ensure that Customer's Affiliates restrict its Users from sharing passwords. Customer agrees to immediately notify Cellebrite of any unauthorized use of or access to any account or any other breach of security known to Customer. Cellebrite shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section.

4.2 **No Circumvention of Security**. Neither Customer nor any of Customer's Affiliates nor any User may circumvent or otherwise interfere with any user authentication or security of the Cellebrite Service. Customer will immediately notify Cellebrite of any breach, or attempted breach, of security known to Customer.

4.3 **Security** Each of Cellebrite and Customer represents and warrants that it complies and at all times during the term of this Agreement, will comply with all data protection, privacy and security laws applicable to each in its performance under this Agreement. Cellebrite will use commercially reasonable efforts to maintain appropriate administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Personal Information in a manner consistent with what Cellebrite supplies generally to its other customers and in compliance with applicable law. Notwithstanding the foregoing, Customer acknowledges that, notwithstanding any security precautions deployed by Cellebrite, the use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Cellebrite Services and Customer Data. Cellebrite does not guaranty the privacy, security, integrity or authenticity of any information transmitted over or stored in any system connected to or accessible via the Internet.

4.4 **Data Processing Addendum** The data processing addendum attached hereto as **Exhibit A** shall apply to the parties' processing of Personal Information.

5. CUSTOMER OBLIGATIONS.

5.1 **Customer System.** Customer is responsible for (a) obtaining, deploying and maintaining the Customer System, and all computer hardware, software, modems, routers and other communications equipment necessary for Customer, its Affiliates and their respective Users to access and use the Cellebrite Services via the Internet; (b) contracting with third party ISP, telecommunications and other service providers to access and use the Cellebrite Services via the Internet; and (c) paying all third party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in these Terms, an Order Form or a Statement of Work, Cellebrite shall not be responsible for supplying any hardware, software or other equipment to Customer under these Terms.

5.2 **Acceptable Use Policy.** Customer shall be solely responsible for its actions and the actions of its Users while using the Cellebrite Service. Customer represents, warrants and agrees that it does and will: (a) abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Cellebrite Service, including without limitation the provision and storage of Customer Data; (b) not send or store data on or to the Cellebrite Service which violates the rights of any individual or entity established in any jurisdiction; (c) not to knowingly upload in any way any information or content that contain Malicious Code or data that may damage the operation of the Cellebrite Services or another's computer or mobile device; (d) not to use the Cellebrite Service for illegal, fraudulent, unethical or inappropriate purposes; (e) not to interfere or disrupt networks connected to the Cellebrite Service or interfere with other ability to access or use the Cellebrite Service; (f) not to interfere with another customer's use of the Cellebrite Service or another person or entity's use of similar services; (g) not to use the Cellebrite Service in any manner that impairs the Cellebrite Service, including without limitation the servers and networks on which the Cellebrite Service is provided; (h) to comply with all regulations, policies and procedures of networks connected to the Cellebrite Service and Cellebrite's service providers; and (i) to use the Cellebrite Services only in accordance with the Documentation. Customer acknowledges and agrees that Cellebrite neither endorses the contents of any Customer communications, Customer Data or other information nor assumes any responsibility for any offensive material contained therein, any infringement of third party Intellectual Property Rights arising therefrom or any crime facilitated thereby. Cellebrite may remove any violating content posted or stored using the Cellebrite Service or transmitted through the Cellebrite Service, without notice to Customer. Notwithstanding the foregoing, Cellebrite does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Customer Data, Other Information, or any other information or data input into or stored in the Cellebrite Service for completeness, integrity, quality, accuracy or otherwise. Customer shall be responsible and liable for the completeness, integrity, quality and accuracy of Customer Data and Other Information input into the Cellebrite Services. Cellebrite reserves the right to amend, alter, or modify Customer's conduct requirements as set forth in these Terms at any time.

5.3 **Permissions and Responsibilities for Customer Data.** Customer represents, warrants and agrees that: (i) it has provided and will provide all notices, and has obtained and will obtain, all approvals, permits, licenses, consents, authorizations, registrations, permissions, certifications, rulings, orders, judgements and other authorizations from any applicable person, employee representative body, regulatory authority, or third party entity or person necessary for Customer's or its Users' use of the Cellebrite Services and for Cellebrite to perform or provide any services related to the Cellebrite Services, including, but not limited to, Cellebrite's processing the Customer Data for the such purposes (**"Permissions"**). Permissions include rights for Cellebrite to use, access, intercept, analyze, transmit, copy, modify, and store all of the intellectual property rights, Customer Data, Personal Information, confidential information, or other data or information that may be used, accessed, intercepted, transmitted, copied, modified or stored by Cellebrite to perform or provide any Cellebrite Services to Customer; (ii) it has the right to be in possession of, access, interact with and otherwise use, all devices, equipment, programs, data (including Customer Data) and media (including any telecommunications systems) that are being used in connection with the Cellebrite Services and that the use of the Cellebrite Services, including any instructions given to Cellebrite in connection with the same, is made in compliance with all applicable laws; and (iii) all information provided by or on behalf of Cellebrite during the term of the Agreement shall be complete and accurate in all material respects, and that Customer is entitled to provide the Information to Cellebrite for its use as contemplated under the Agreement. Customer acknowledges that: (i) Customer is exclusively responsible to determine what Customer Data it feeds into the Services and is solely responsible to

determine the nature, content, characteristics of the Customer Data that it feeds into the Services; and (ii) Cellebrite assumes no responsibility for the nature, content, characteristics or consequences of the Customer Data (whether in their form inbound to the Services, or in their form outbound back to the Customer), and that Customer shall have no plea, claim or demand, and waives any such claims, pleas or demands, of whatever nature, for any of the foregoing.

5.4 **Accuracy of Customer's Contact Information; Email Notices**. Customer agrees to provide accurate, current and complete information as necessary for Cellebrite to communicate with Customer from time to time regarding the Services, issue invoices or accept payment, or contact Customer for other account-related purposes. Customer agrees to keep any online account information current and inform Cellebrite of any changes in Customer's legal business name, address, email address and phone number. Customer agrees to accept emails from Cellebrite at the e-mail addresses specified by its Users for login purposes. In addition, Customer agrees that Cellebrite may rely and act on all information and instructions provided to Cellebrite by Users from the above-specified e-mail address.

5.5 **Temporary Suspension**. Cellebrite may temporarily suspend Customer's, its Affiliates' or their respective Users' access to the Cellebrite Services in the event: (i) that either Customer, its Affiliates or any of their Users is engaged in, or Cellebrite in good faith suspects Customer, its Affiliates' or any of their Users is engaged in, any unauthorized or unlawful conduct (including, but not limited to any violation of these Terms), or (ii) Cellebrite is required to do so under the orders of a court or other governmental body having jurisdiction over Customer or Cellebrite. Cellebrite will attempt to contact Customer prior to or contemporaneously with such suspension, provided, however, that Cellebrite's exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include its Affiliates and User sub-accounts. Customer agrees that Cellebrite shall not be liable to Customer, any of its Affiliates or Users, or any other third party if Cellebrite exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Cellebrite's reasonable satisfaction, Cellebrite shall reinstate Customer's, its Affiliates and their respective Users' access and use of the Cellebrite Services. Notwithstanding anything in this Section to the contrary, Cellebrite's suspension of Cellebrite Services is in addition to any other remedies that Cellebrite may have under these Terms or otherwise, including but not limited to termination of these Terms for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Cellebrite may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

6 AVAILABILITY; SUPPORT

6.1 **Availability**. Subject to the terms and conditions of these Terms, Cellebrite will use commercially reasonable efforts to make the Cellebrite Service available with minimal downtime 24 hours a day, 7 days a week, provided, however, that the following are excepted from availability commitments: (a) planned downtime (with regard to which Cellebrite will use commercially reasonable efforts to provide advance notice, and (b) routine maintenance times, and (c) any unavailability caused by circumstances of Force Majeure. Certain enhancements to the Cellebrite Services made generally available at no cost to all subscribing customers during the applicable Subscription Term will be made available to Customer at no additional charge. However, the availability of some new enhancements to the Cellebrite Services may require the payment of additional fees, and Cellebrite will determine at its sole discretion whether access to any other such new enhancements will require an additional fee. These Terms will apply to, and the Cellebrite Service includes, any bug fixes, error corrections, new builds, enhancements, updates, upgrades and new modules to the Cellebrite Service subsequently provided by Supplier to Customer hereunder.

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6.2 **Support**. Cellebrite makes a variety of Support Services offerings available to its customers and will provide Customer with the level of support to which Customer is entitled based on Customer's purchase as set forth in an Order Form.

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6.3 **Included Services for Guardian's Customers**:

(a) **"Included Guardian Annual Services"** shall mean services to be provided to Customers using Ce lebrite's Guard-an solut on (respectively, **"Guardian"** and **"Guardian Customers"**) w th respect to new (other than renewals) Guardian subscriptions issued under Quotes dated February 15, 2022 onwards. Such services may inc ude I rst installation assistance and/or web-based guidance and/or implementation, a l as defined and/or as shall be defined from time to time by Cellebrite at its sole and absolute distraction.

( ) During the Guardian's Subscription Term, Guardian Customers shall be entitled to up to 2 (two) sessions (maximum 4 hours per each session) of Included Guardian Annual Services per year, on a non-accumulative basis. The Included Guardian Annual Serv ces shall be provided to Guardian Customers remotely or on-site - at Ce lebrite's sole and absolute discretion. Upon Guardian Customer's written request to receive the annual Included Guardian Annual Services, Cellebrite and the Guardian Customer shal mutually determ ne regard ng the dates of executions of the annual Included Guardian Annual Services. Non-consumption of any Included Guardian Annual Services by the Guardian Customer during the Subscript on Term, for any reason, shall not entitle the Guardian Customer to any refund and/or reduction of the Quoted Price and/or any other r ghts deriving from the non-consumption of the Included Guardian Annual Services.

7. FEES AND PAYMENT.

7.1 **Price List**. Cellebrite may, at its sole discretion, change its price lists or add or remove services and/or products from the price lists. Changes in price lists shall take effect within thirty (30) days from the date of notification to Customer. It is hereby clar fied that changes in price lists shall not apply to services and/or products underlying an executed Order Form, however, price list changes will apply to any executed Order Form if Customer has requested an amendment to the executed Order Form and the amendment has not been accepted by Cel ebrite at the time of the price list change.

7.2 **Total Purchase Price**. Customer shall pay Ce lebrite the total pr ce as set forth in the Order Form (**"Total Purchase Price"**). Cel ebrite may charge Customer for any modifications to an accepted Order Form.

7.3 **Quoted Price**. Unless otherwise agreed in writing, a l prices quoted in the Order Form (**"Quoted Price"**) shall be paid by Customer to the account(s) indicated by Cellebrite. All payments shall be made in US currency or other currency mutually agreed by the Parties. The payment is considered made at the date when the amounts effectively reach Cellebrite's bank account. The Quoted Price does not include transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties. In addition to the Quoted Price, Customer shall pay all taxes, fees or charges imposed by any governmental authority. If Cellebrite is required to collect the foregoing, Customer will pay such amounts promptly unless it has provided Cellebrite with a satisfactory valid tax exemption certificate authorized by the appropriate taxing authority.

7.4 **Terms of Payment and Default Interest**. Payment for the Services under any confirmed Order Form shall be in accordance with the payment terms set forth in the Cellebrite Quote, issued by Cellebrite pursuant to this Agreement (the **"Quote"**). Failure to make due payment in accordance with the terms of the Quote may cause Cellebrite to apply an interest charge of up to one and one-half percent (1.5%) per month (but not to exceed the maximum lawful rate) on all amounts which are not timely and duly paid, accruing daily and compounding monthly from the date such amounts were due. Customer shall reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with the collection of overdue amounts, including attorneys' fees. Customer shall not be permitted to set off any deductions against any amounts due to Cellebrite.

7.5 **Suspension of Service**. If any amounts owed by Customer for the Services are thirty (30) or more days overdue, Cellebrite may, without limiting Cellebrite's other rights and remedies, suspend Customer's and its Users' access to the Services until such amounts are paid in full.

7.6 **Payment Disputes**. Cellebrite agrees that it will not exercise its rights under this Section 7 if the applicable charges are under reasonable and good-faith dispute and Customer is

cooperating diligent y to resolve the dispute.

7 7 **Taxes** "**Taxes**" means a l taxes, levies imposts, duties, fines or similar governmental assessments imposed by any jurisdiction, country or any subdivision or authority thereof inc uding but not limited to federal state or local sales, use, property, exc se, service, transaction, privilege, occupation gross receipts or similar taxes in any way connected with these Terms or any instrument, order form or agreement required hereunder, and all interest, penalties or sim lar l abilities with respect thereto, except such taxes imposed on or measured by a party's net income Notwithstanding the foregoing, Taxes shall not include payroll taxes attributable to the compensation paid to workers or employees and each party shall be responsible for its own federal and state payroll tax co lection remittance reporting and filing obligations Fees and charges imposed under these Terms or under any order form or similar document ancillary to or referenced by these Terms shall not include Taxes except as otherwise provided herein Customer shall be responsible for all of such Taxes If, however Cellebrite has the legal obligation to pay Taxes and is required or permitted to collect such Taxes for which Customer is responsible under this section Customer shall promptly pay the Taxes invoiced by Cellebrite unless Customer has furn shed Cellebrite with valid tax exemption documentation regarding such Taxes at the execution of these Terms or at the execution of any subsequent instrument, order form or agreement ancillary to or referenced by these Terms Customer shall comply with all applicable tax laws and regulations. Customer hereby agrees to indemnify Cellebrite for any Taxes and related costs paid or payable by Cellebrite attributable to Taxes that would have been Customer's responsibility under this Section 8 6 if invoiced to Customer. Customer sha l promptly pay or reimburse Cellebrite for all costs and damages related to any liability incurred by Cellebrite as a result of Customer's noncompliance or delay with its responsibilities herein. Customer's obligation under this Section 8.6 shall survive the termination or expiration of these Terms.

8 REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

8 1 **Mutual Representations and Warranties** Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into these Terms and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained: and (b) its acceptance of and performance under these Terms shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any informat on or materials in confidence or in trust.

8.2 **Customer Representations and Warranties**. Customer represents, warrants and covenants that during the term of these Terms that (a) only Users who have obtained any necessary consents and approvals pursuant to applicable laws shal be permitted to use the Cellebrite Service; (b) Customer will obtain any necessary approval, consent, authorization, release clearance or license of any third party and any release related to any rights of privacy or publicity required n connection with Customer's or its Users' use of the Cellebrite Service and Customer Data and (c) Customer and its Users shall use the Cellebrite Service in compliance all applicable federal, state and local laws rules and regulations including without limitation those related to data privacy protection and security.

8.3 **Cellebrite Service Warranty**. Cellebrite warrants that during the relevant Subscription Term, the Cellebrite Service will conform, in all material respects, with the Documentation. PROVIDED, HOWEVER, THAT CELLEBRITE DOES NOT MAKE, AND HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE PROPER STORAGE OF THE CUSTOMER DATA (WHETHER IN ITS INBOUND OUTBOUND FORM), OR ITS DATA-INTEGRITY, AVAILABILITY OR ABSENCE OF MODIFICATIONS THERETO For a breach of the foregoing warranty, Cellebrite will, at no additional cost to Customer, provide remedial services necessary to enable the Cellebrite Service to conform to the warranty. The Customer will provide Cellebrite with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Cellebrite Service has been utilized by the Customer in accordance with the Order Form and this Agreement.

8.4 **Ancillary and Support Services Warranty** Cellebrite warrants that any Ancillary Services and the Support Services provided hereunder shall be provided in a competent and professional manner and in accordance with any specifications set forth in the Order Form in all material

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respects. If the Ancillary Services or the Support Services are not performed in conformity with the foregoing warranty, then, upon the Customer's written request, Cellebrite shall promptly re-perform, or cause to be re-performed, such Ancillary Services or Support Services, at no additional charge to the Customer. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Ancillary Services or the Support Services.

8.5 **Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 9, THE CELLEBRITE SERVICES, SUPPORT SERVICES, ANCILLARY SERVICES, THIRD PARTY OFFERINGS AND ANY NON-GA SERVICES ARE PROVIDED ON AN AS-IS BASIS. CUSTOMER'S USE OF THE CELLEBRITE SERVICE, SUPPORT SERVICES, ANCILLARY SERVICES, THIRD-PARTY OFFERINGS AND NON-GA SERVICES IS AT ITS OWN RISK. CELLEBRITE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, QUALITY, SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), THE PROPER STORAGE OF THE CUSTOMER DATA (WHETHER IN ITS INBOUND OUTBOUND FORM), OR ITS DATA-INTEGRITY, AVAILABILITY OR ABSENCE OF MODIFICATIONS THERETO, ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE EXPRESS WARRANTIES MADE BY CELLEBRITE IN SECTION 10 ARE FOR THE BENEFIT OF THE CUSTOMER ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY. ANY SOFTWARE PROVIDED THROUGH THE CELLEBRITE SERVICES IS LICENSED AND NOT SOLD.

8.6 NO AGENT OF CELLEBRITE IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF CELLEBRITE AS SET FORTH HEREIN. CELLEBRITE DOES NOT WARRANT THAT: (A) THE USE OF THE SERVICES OR NON-GA SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY CUSTOMER THROUGH THE SERVICES OR NON-GA SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) THE SERVICES AND NON-GA SERVICES WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN THE SERVICES AND NON-GA SERVICES WILL BE CORRECTED; OR (F) THE SERVER(S) THAT MAKE THE SERVICES AND NON-GA SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND NON-GA SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CELLEBRITE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

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9. Trial

9.1 **General.** From time to time, Cellebrite may invite Customer to try at no charge services that are or are not generally available to Cellebrite customers (accordingly, a "**Trial**", "**GA**" and "**Non-GA**"). Customer may accept or decline any such Trial in its sole discretion. If Customer accepts such Trial, the Trial shall be subject to the terms of this Agreement. Any Trial license granted by Cellebrite to Customer shall be non-exclusive, non-transferable, limited and non-assignable, and with or without charge as shall be determined by Cellebrite. Cellebrite has the right to immediately revoke a Trial license at any time in its sole discretion.

9.2 **Feedback.** During the Trial, the Customer agrees to provide reasonable reports as requested by Cellebrite, which may disclose, inter alia, (1) which portions of the services have been used, (2) errors or difficulties discovered in sufficient detail to allow Cellebrite to recreate the errors and difficulties, and (3) other data which is reasonably requested by Cellebrite. The Customer agrees to notify Cellebrite by telephone as promptly as practicable of the discovery of a material error or difficulty in the Trial. All and any reports and feedback provided by the Customer to Cellebrite shall be considered the Proprietary Information of Cellebrite alone.

9.3 **ProFound Trial.** Notwithstanding the terms of this Agreement, ProFound Trials are provided for evaluation purposes only, with or without charge, and for a time period determined by Cellebrite. At the end of a ProFound Trial, the Customer shall be granted 24 hours access to remove any of its data from the ProFound service platform. Customer shall immediately return any and all documents, notes and other materials assessing the functionality of the Trial Services to Cellebrite including all Proprietary Information and all copies made thereof.

9.4 **Non-GA.** Non-GA Services are provided for evaluation purposes and not for commercial/production use, are not supported, may contain bugs or errors (but shall not knowingly contain any undisclosed Malicious Code), and may be subject to additional terms that shall be provided by Cellebrite to Customer prior to or concurrent with Cellebrite's invitation to the applicable Non-GA Services. Non-GA Services are not considered "Services" hereunder. Cellebrite has the right to discontinue Non-GA Services at any time in its sole discretion and may never make them generally available.

9.5 **Warranty.** Customer acknowledge that Trial Services are provided free of charge, and that Non-GA Services are a prerelease code and not at the level of performance or compatibility of a final generally available product offering. Any Trial Services are provided "AS IS" and "as available" basis. Cellebrite disclaims any warranty relating to Trial Services, express or implied, or statutory, including, but not limited to implied warranties, duties or conditions of merchantability, fitness for a particular purpose, accuracy or completeness with regard to the Trial Services. Therefore, the entire risk arising out of the use or performance of Trial Services remains with Customer and the Customer is advised to safeguard important data, to use caution and not to rely in any way on the correct functioning or performance of the Trial Services and/or accompanying materials.

9.6 **Trial Term.** A Trial shall be in effect for a period of thirty (30) days as of the date of its acceptance by Customer, unless indicated otherwise by Cellebrite. A Trail may be terminated by either party for any reason by providing a written notice to the other party. Upon termination or expiration of a Trial, for any reason, Customer may purchase a subscription to the Services, in accordance with Cellebrite's terms. Otherwise, the right of use and access to the Services hereunder shall terminate. Customer shall be granted access to remove any of its data within 30 days hereafter. Customer shall immediately return any and all documents, notes and other materials assessing the functionality of the Trial Services to Cellebrite including all Proprietary Information and all copies made thereof.

10. INDEMNIFICATION.

10.1 **Cellebrite Indemnity**

I. General. During the Subscription Term, Cellebrite, at its expense, shall defend Customer and its Affiliates and their respective officers, directors and employees (the "**Customer Indemnified Parties**") from and against all actions, proceedings, claims and demands in each case by a third party (a "**Third-Party Claim**") alleging that the Cellebrite Services infringes any patent, copyright or trademark, or misappropriates any trade secret and shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the Third Party bringing any such Third-Party Claim. Cellebrite's obligations under this Section are conditioned upon (i) Cellebrite being promptly notified in writing of any claim under this Section, (ii) Cellebrite having the sole and exclusive right to control the defense and settlement of the claim, and (iii) Customer providing all reasonable assistance (at Cellebrite's expense and reasonable request) in the defense of such claim. In no event shall Customer settle any claim without Cellebrite's prior written approval. Customer may, at its own expense, engage separate counsel to advise Customer regarding a Claim and to participate in the defense of the claim, subject to Cellebrite's right to control the defense and settlement.

II. Mitigation. If any claim which Cellebrite is obligated to defend has occurred, or in Cellebrite's determination is likely to occur, Cellebrite may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the Cellebrite Services, (b)

substitute a functionality equivalent, non-infringing replacement for such the Cellebrite Services, (c) modify the Cellebrite Services to make it non-infringing and functionally equivalent, or (d) terminate these Terms and refund to Customer any prepaid amounts attributable the period of time between the date Customer was unable to use the Cellebrite Services due to such claim and the remaining days in the then-current Subscription Term.

III. Exclusions. Notwithstanding anything to the contrary in these Terms, the foregoing obligations shall not apply with respect to a claim of infringement if such claim arises out of (i) Customer's use of infringing Customer Data; (ii) use of the Cellebrite Service in combination with any software, hardware, network or system not supplied by Cellebrite where the alleged infringement relates to such combination, (iii) any modification or alteration of the Cellebrite Service other than by Cellebrite, (iv) Customer's continued use of the Cellebrite Service after Cellebrite notifies Customer to discontinue use because of an infringement claim, (v) Customer's violation of applicable law; (vi) Third Party Offerings; and (vii) Customer System.

IV. Sole Remedy. THE FOREGOING STATES THE ENTIRE LIABILITY OF CELLEBRITE WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE CELLEBRITE SERVICE OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF CELLEBRITE WITH RESPECT THERETO.

10.2 RESERVED ~~**Customer Indemnity.** Customer shall defend Cellebrite and its Affiliates, licensors and their respective officers, directors and employees (**"Cellebrite Indemnified Parties"**) from and against any and all Third Party Claims which arise out of or relate to: (a) a claim or threat that the Customer Data or Customer System (and the exercise by Cellebrite of the rights granted herein with respect thereto) infringes, misappropriates or violates any third party's Intellectual Property Rights; (b) Customer's use or alleged use of the Cellebrite Service other than as permitted under or in breach of these Terms, including without limitation using the Cellebrite Service in a manner that violates applicable law including without limitation a person's Fourth Amendment rights under the United States Constitution or Customer's failure to provide any notice, or obtain any consent, approval or release with respect to the use of Customer Data in connection with the Cellebrite Service as required by applicable law; (c) Customer's failure to comply with applicable law; or (d) an allegation that the Cellebrite System infringes, misappropriates or violates any third party's Intellectual Property Rights that results from (i) Customer's use of the Cellebrite Service in combination with any software, hardware, network or system not~~ supplied by Cellebrite where the alleged infringement relates to such combination, (ii) any modification ~~or alteration of the Cellebrite Service other than by Cellebrite, (iii) Customer's continued use of the Cellebrite Service after Cellebrite notifies Customer to discontinue use because of an infringement claim, (iv) Customer's violation of applicable law, or (v) Third Party Offerings. Customer shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the Third Party bringing any such Third Party Claim. Customer's obligations under this Section are conditioned upon (x) Customer being promptly notified in writing of any claim under this Section, (y) Customer having the sole and exclusive right to control the defense and settlement of the claim, and (z) Cellebrite providing all reasonable assistance (at Customer's expense and reasonable request) in the defense of such claim. In no event shall Cellebrite settle any~~ claim without Customer's prior written approval. Cellebrite may, at its own expense, engage separate ~~counsel to advise Cellebrite regarding a Third Party Claim and to participate in the defense of the claim, subject to Customer's right to control the defense and settlement.~~

11. CONFIDENTIALITY.

11.1 **Confidential Information. "Confidential Information"** means any and all non-public technical and non-technical information disclosed by one party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**) in any form or medium, whether oral, written, graphical or electronic, pursuant to these Terms, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not

limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business; and (d) the terms of these Terms and any Order Form or Statement of Work. Confidential Information of Cellebrite shall include the Cellebrite Service, the documentation, the pricing, and the terms and conditions of this agreement. Confidential Information also includes all summaries and abstracts of Confidential Information.

11.2 **Non-Disclosure**. Each party acknowledges that in the course of the performance of these Terms, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times, both during the Term and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under these Terms. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees, Affiliates or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, affiliates and agents who need access to such Confidential Information in order to effect the intent of these Terms and who are subject to confidentiality obligations at least as stringent as the obligations set forth in these Terms.

11.3 **Exceptions to Confidential Information**. The obligations set forth in Section 11.2 (Non-Disclosure) shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of these Terms or any obligation of confidentiality by the Receiving Party. Nothing in these Terms shall prevent the Receiving Party from disc osing Confidential Information to the extent the Receiving Party is lega ly compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction, provided, however, that prior to any such disclosure, the Receiving Party shall (x) assert the confidential nature of the Confidential Information to the agency; (y) to the extent permitted by applicable law, immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (z) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its conf dentiality.

11.4 **Injunctive Relief**. The Part es agree that any unauthorized d sclosure of Confident al Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach the Disclosing Party wil be entitled, in addition to any other avai able remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages

12. PROPRIETARY RIGHTS

12.1 **Cellebrite Services** As between Cellebrite and Customer, all right, title and interest in the Cellebrite Services and any other Cellebrite materials furnished or made availab e hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding the Cellebrite Services, including all copyright rights, patent rights and other Intellectual Property Rights in each of the foregoing, belong to and are retained solely by Cellebrite or Cellebrite s licensors and providers, as applicable. Customer hereby does and will irrevocably assign to

Cellebrite all evaluations, ideas, feedback and suggestions made by Customer to Cellebrite regarding the Cellebrite Service (collectively, "**Feedback**") and all Intellectual Property Rights in the Feedback.

12.2 **Customer Data.** As between Cellebrite and Customer, all right, title and interest in the Customer Data, and all Intellectual Property Rights therein, belong to and are retained solely by Customer. Customer hereby grants to Cellebrite a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Cellebrite to provide the Services to Customer. To the extent that receipt of the Customer Data requires Cellebrite to utilize any account information from a third party service provider, Customer shall be responsible for obtaining and providing relevant account information and passwords, and Cellebrite hereby agrees to access and use the Customer Data solely for Customer's benefit and as set forth in these Terms. As between Cellebrite and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

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12.3 **Aggregated Statistics.** Notwithstanding anything else in these Terms or otherwise, Cellebrite may monitor Customer's use of the Services and use Customer Data, and Other Information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Cellebrite Services ("**Aggregated Statistics**"). As between Cellebrite and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, belong to and are retained solely by Cellebrite. Customer acknowledges that Cellebrite will be compiling Aggregated Statistics based on Customer Data, Other Information, and information input by other customers into the Cellebrite Service and Customer agrees that Cellebrite may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner permitted by applicable law or regulation and for any purpose of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

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12.4 **Cellebrite Developments.** All inventions, works of authorship and developments conceived, created, written, or generated by or on behalf of Cellebrite, whether solely or jointly, including without limitation, in connection with Cellebrite's performance of the Ancillary Services hereunder, including (unless otherwise expressly set forth in an applicable Statement of Work) all Deliverables ("**Cellebrite Developments**") and all Intellectual Property Rights therein, shall be the sole and exclusive property of Cellebrite. Customer agrees that, except for Customer Confidential Information, to the extent that the ownership of any contribution by Customer or its employees to the creation of the Cellebrite Developments is not, by operation of law or otherwise, vested in Cellebrite, Customer hereby assigns and agrees to assign to Cellebrite all right, title and interest in and to such Cellebrite Developments, including without limitation all the Intellectual Property Rights therein, without the necessity of any further consideration.

12.5 **Further Assurances.** To the extent any of the rights, title and interest in and to Feedback or Cellebrite Developments or Intellectual Property Rights therein cannot be assigned by Customer to Cellebrite, Customer hereby grants to Cellebrite an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest. If the foregoing assignment and license are not enforceable, Customer agrees to waive and never assert against Cellebrite those non-assignable and non-licensable rights, title and interest. Customer agrees to execute any documents or take any actions as may reasonably be necessary, or as Cellebrite may reasonably request, to perfect ownership of the Feedback and Cellebrite Developments. If Customer is unable or unwilling to execute any such document or take any such action, Cellebrite may execute such document and take such action on Customer's behalf as Customer's agent and attorney-in-fact. The foregoing appointment is deemed a power coupled with an interest and is irrevocable.

12.6 **License to Deliverables.** Subject to Customer's compliance with these Terms, Cellebrite hereby grants Customer a limited, non-exclusive, non-transferable license during the Subscription Term to use the Deliverables solely in connection with Customer's authorized use of the Cellebrite Service. Notwithstanding any other provision of these Terms: (i) nothing herein shall be construed to assign or transfer any Intellectual Property Rights in the proprietary tools, source code samples, templates, libraries, know-how, techniques and expertise ("**Tools**") used by Cellebrite to

develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables and (ii) the term "Deliverables" shall not include the Tools.

13. LIMITATION OF LIABILITY.

13.1 **No Consequential Damages.** NEITHER CELLEBRITE NOR ITS LICENSORS OR AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, EVEN IF CELLEBRITE OR ITS LICENSORS OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE CELLEBRITE SERVICE, ANCILLARY SERVICES, SUPPORT SERVICES OR THE RESULTS THEREOF.

13.2 **Limits on Liability.** NEITHER CELLEBRITE NOR ITS LICENSORS OR AFFILIATES SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER TO CELLEBRITE UNDER THESE TERMS DURING THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, LESS THE AMOUNTS PREVIOUSLY PAID BY CELLEBRITE TO SATISFY LIABILITY UNDER THIS AGREEMENT.

13.3 **Essential Purpose.** CUSTOMER ACKNOWLEDGES THAT THE TERMS IN THIS SECTION 13 (LIMITATION OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE, AND WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

14. TERM AND TERMINATION

14.1 **Term.** The term of these Terms commences on the Effective Date and continues until the expiration or termination of all Subscription Term(s), unless earlier terminated as provided in these Terms

14.2 **Termination for Cause.** Cellebrite may terminate this Agreement: (i) for its convenience by giving the Customer (30) days' prior written notice; (ii) by giving the Customer a written notice to be immediately effective in case the Customer causes a material or continuous breach hereof ("continuous" meaning two or more occurrences of the same breach). All of Customer's obligations under this Agreement shall survive the expiration or termination of the Agreement. Termination of this Agreement will not entitle Customer to any deduction of the Quoted Price or any refund of any prepaid fees. Cellebrite may terminate the Agreement and revoke the license granted hereunder by giving the other Party a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind.

14.3 **Effects of Termination.** Upon expiration or termination of these Terms, not including expiration or termination of a Trial, (a) Customer's use of and access to the Cellebrite Service and Cellebrite's performance of all Support Services and Ancillary Services shall cease; (b) all Order Forms shall terminate; and (c) all fees and other amounts owed to Cellebrite shall be immediately due and payable by Customer, including without limitation. Upon Customer's request made within ten (10) days after the effective date of applicable termination or expiration, Cellebrite shall make any Customer Data stored on the Cellebrite Service available, for a period of 30 days, for download by Customer in the format in which it is stored in the Cellebrite Service. After such 30-day period, Cellebrite shall have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control. In addition, within thirty (30) days of the effective date of termination, Customer shall: (a) return to Cellebrite, or at

Cellebrite's option, Customer shall destroy all items of Confidential Information (other than the Customer Data) in Customer's possession or control including any copies, extracts or portions thereof, and (b) upon request shall certify in writing to Cellebrite that it has complied with the foregoing

14.4 **Survival** This Section and Sections 1, 2.3, 2.4, 7, 8, 10, 12, 13, 15.4, 16 and any other Section or Appendix which should reasonably survive termination of this Agreement, shall continue to be in force and effect after termination or expiry of this Agreement

15 MISCELLANEOUS.

15.1 **Notices.** All notices which any party to these Terms may be required or may wish to give may be given by addressing them to the other party at the addresses set forth below (or at such other addresses as may be designated by written notices given in the manner designated herein) by (a) personal delivery, (b) sending such notices by commercial overnight courier with written verification of actual receipt, (c) by email, effective (A) when the sender receives an automated message from the recipient confirming delivery or (B) one hour after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first, but if the delivery or receipt is on a day which is not a business day or is after 5:00 pm (addressee's time) it is deemed to be received at 9:00 am on the following business day, or (d) sending them by registered or certified mail If so mailed or otherwise delivered such notices shall be deemed and presumed to have been given on the earlier of the date of actual receipt or three (3) days after mailing or authorized form of delivery. All communications and notices to be made or given pursuant to these Terms shall be in the English language

15.2 **Governing Law.** This Agreement and any disputes or claims arising hereunder are governed by the laws of, and subject to the exclusive jurisdiction of, the country of incorporation of the Cellebrite entity that sold the Services to Customer, without giving effect to any choice of law rules or principles. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State of New York and subject to the exclusive jurisdiction of the federal or state courts in New York, without giving effect to any conflict of Law rules or principles Notwithstanding anything to the contrary, in the event that the entity that sold the Services to the Customer is Cellebrite GmbH, this Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the London courts and, without giving effect to any conflict of law rules or principles. The United Nations Convention on Contracts 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 51401), and the Uniform Computer Information Transactions Act do not apply to this Agreement. Cellebrite may, at its sole discretion, initiate any dispute or claim against Customer, including for injunctive relief, in any jurisdiction permitted by applicable law.

15.3 **U.S. Government Customers.**

I. If Customer is a U.S. Federal Government entity, Cellebrite provides the Cellebrite Service, including related software and technology, for ultimate Federal Government end use solely in accordance with the following: Government technical data rights include only those rights customarily provided to the public with a commercial item or process and Government software rights related to the Cellebrite Service include only those rights customarily provided to the public, as defined in these Terms. The technical data rights and customary commercial software license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in these Terms. In addition, if the Customer is a U.S. Federal Government entity (or agency thereof), these Terms incorporate the following FAR provisions by

reference: 52.222-50, 52.233-3, 52.222-54, 52.222-21, 52.222-26, 52.203-6, 52.204-10, 52.209-9, 52.212-4, 52.222-40, 52.222-41, 52.203-13, 52.222-36, 52.222-37, 52.233-4, 52.212-5, 52.209-10, 52.222-35, 52.222-53.

II. **Inapplicable Terms and Provisions – *VOID AB INITIO*.** This Section ***only applies*** to U S local, county, state, governmental agencies and other U.S. law enforcement agencies that are state or federally funded by the United States Government. Subject to the foregoing statements, to the extent that any term or provision of the Agreement, is considered ***void ab initio***, or is otherwise unenforceable against Customer pursuant to applicable U.S. Law that expressly prohibits Customer from agreeing to such term or condition, then such conflicting term or provision in this Agreement shall be struck to the extent to make such term or provision enforceable, and the remaining language, if any, shall remain in full force and effect.

15.4 **Regulation.** The Cellebrite Service utilizes software and technology that may be subject to certain export, re-export, customs or import controls, applicable in Israel, the European Union, the United States and/or other countries. Said regulations include but are not limited to the provisions of the US Export Administration Regulations (EAR) and the provisions of the regulations of the European Union. Customer expressly warrants, represents and covenants that it shall comply fully with all applicable export laws and regulations any relevant jurisdictions to ensure that the Services are not exported or re-exported in violation of such laws and regulations, or used for any purposes prohibited by such laws and regulations. As the Services are subject to export control laws and regulations, Customer shall not export or "re-export" (transfer) the Services unless the Customer has complied with all applicable controls. Customer acknowledges and agrees that the Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Cellebrite Services, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Cellebrite Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No 1334/2000 Customer agrees to comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required Cellebrite and its licensors make no representation that the Cellebrite Service is appropriate or available for use in other locations. Any diversion of the Customer Data contrary to law is prohibited. None of the Customer Data nor any information acquired through the use of the Cellebrite Service, is or will be used for nuclear activities, chemical or biological weapons or missile projects.

15.5 **Compliance.** ~~Customer is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. Customer will comply with Cellebrite's Business Conduct Policy.~~ Customer represents, warrants and covenants that it shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's services and/or products, including but not limited to the Services and shall only use the Services in compliance with all applicable laws and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations or the applicable foreign equivalents). Customer, its subsidiaries and Affiliates will not (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any applicable anti corruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA), the UK Bribery Act or any other applicable antibribery or anti-corruption law. Customer further represents, covenants and warrants that it has, and shall cause each of

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its subsidiaries and/or Affiliates to, maintain systems of internal controls (including, but not limited to,

accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act or any other applicable anti-bribery or anti-corruption law. Upon Cellebrite's request, Customer will confirm in writing that it complies with this Section and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Customer is not complying with this Section then, after notifying Customer regarding the reasonable suspicion, Cellebrite may demand that Customer, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to
verify Customer's compliance with this Section. Any such inspection can be executed by Cellebrite or its third party representative. In the event Customer is in contact with a Government Official concerning Cellebrite, discussing or negotiating, or Customer engages a third party to do so, Customer is obligated (i) to inform Cellebrite in advance and in writing, clearly defining the scope of the interaction, (ii) upon request, to provide Cellebrite with a written record of each conversation or meeting with a Government Official and (iii) to provide Cellebrite monthly a detailed expense report, with all original supporting documentation. A **"Government Official"** is any person performing duties on behalf of a public authority, government agency or department, public corporation or international organization. Cellebrite may immediately terminate this Agreement and any applicable Order Form if Customer violates its obligations under this Section. Nothing contained in this Section shall limit any additional rights or remedies available to Cellebrite. Customer shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section by Customer. Customer will pass on the provision of this Section to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section.

15.6 **Assignment**. Customer shall not assign its rights hereunder or delegate the performance of any of its duties or obligations hereunder, whether by merger, acquisition, sale of assets, operation of law, or otherwise, without the prior written consent of Cellebrite. Any purported assignment in violation of the preceding sentence is null and void. Subject to the foregoing, these Terms shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto. With the exception of Affiliates of Customer who have executed Order Forms under these Terms, there are no third-party beneficiaries to these Terms.

15.7 **Amendment**. These Terms may be amended or supplemented from time to time at
Cellebrite's sole discretion.

15.8 **Interpretation; Severability**. If any of these Terms is found invalid or unenforceable
that term will be enforced to the maximum extent permitted by law and the remainder of the Terms will remain in full force.

15.9 **Independent Contractors**. The parties are independent contractors, and nothing
contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the parties.

15.10 **Entire Agreement**. These Terms, including all applicable Order Forms, and Statements of Work, constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations discussions, negotiations, and agreements, whether written or oral.

15.11 **Force Majeure**. Except for your payment obligations hereunder, neither party shall be liable to the other party or any third party for failure or delay in performing its obligations under these Terms when such failure or delay is due to any cause beyond the control of the party concerned, including, without limitation, acts of God, governmental orders or restrictions, fire, or flood, provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations hereunder.

Exhibit A

Data Processing Addendum

This Data Processing Addendum ("**Addendum**") is entered into by and between Cellebrite and Customer.

WHEREAS, the Services involves processing certain personal data and the parties wish to regulate Cellebrite's processing of such personal data, through this Addendum, which become an integral part of the Agreement.

THEREFORE, the parties have agreed to this Addendum, consisting of four parts:

- Part One applies with general provision.
- ~~Party Two applies with respect to the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and supplementary GDPR legislations in EU member states), but only if Cellebrite Services to the Customer operate or Process Personal Data to any extent, in countries that are not member states of the European Economic Area, and are not territories or territorial sectors recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR.~~
- ~~Part Three applies with respect to the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and supplementary GDPR legislations in EU member states), but only if Cellebrite Services to the Customer operate and Process Personal Data exclusively in member states of the European Economic Area, or in territories or territorial sectors recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR.~~
- Part Four applies with respect to the California Consumer Privacy Act of 2018

(CCPA). **Part 1**

1 In the event of any conflicting stipulations between this Addendum and the Agreement or any other agreement in place between the parties, the stipulations of this Addendum shall prevail.

2. Any limitation of liability pursuant the Agreement shall apply to liability arising from or in connection with breach of this Addendum.

3 Cellebrite has appointed the person listed below as a contact person for data protection purposes: Mr. Ilan Tzoler, Compliance Officer, Ilan.Tzoler@cellebrite.com

4. Guardian leverages highly available services from Amazon Web Services wherever possible and is architected to use multiple availability zones to ensure that Guardian operates with a 99.95% uptime SLA. Data residency rules are in effect meaning that if your Guardian instance is provisioned in the US GovCloud, your data will stay in the US GovCloud, including all backups. A foundational technology of Guardian is Amazon S3 which stores data with 99.999999999% durability and delivers 99.99 availability. Guardian uses S3 to deliver a 15 minute Recovery Point Objective (RPO) so that in the event of a catastrophic failure, we can restore your data to within 15 minutes of the failure.

3.5.

~~Part 2~~

~~1. Capitalized terms used in this Part 2 of the Addendum but not defined in the Addendum or in the~~ Agreement have the meaning ascribed to them in Regulation (EU) 2016/679 (GDPR) and in ~~Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent~~

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authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data

2 This Part 2 applies only where Celebrite is Processing Personal Data as a Data Processor on behalf of the Customer and under the Customer's instructions, where the Customer is a Data Controller subject to the GDPR with respect to the Personal Data that Celebrite Processes. It does not apply to Celebrite's Processing Personal Data of Customer's representatives to market or promote its products, to administer the business or contractual relationship between Celebrite and the Customer or in other instances where Celebrite operates as the Data Controller

3. Customer and Cellebrite hereby assent to the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council as follows.

3.1. In Section II (Obligations of the Parties), Clause 9(a) for MODULE TWO: Transfer controller to processor: The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 10 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s).

3.2. In Section IV (Final Provisions), Clause 17 for MODULE TWO: Transfer controller to processor: The Parties agree that this shall be the law of Ireland.

3.3. In Section IV (Final Provisions), Clause 18(b) for MODULE TWO: Transfer controller to processor: The Parties agree that those shall be the courts of Ireland.

3.4. In Annex I, for MODULE TWO: Transfer controller to processor:

3.4.1. Data Exporter: Customer.

3.4.1.1. Activities relevant to the data transferred under these Clauses: A business with a need to extract, review and analyze intelligence from digital devices and online platforms.

3.4.1.2. Role: controller

3.4.2. Data Importer: Cellebrite.

3.4.2.1. Activities relevant to the data transferred under these Clauses: Develops and operates a software-as-a-service solution for extracting, obtaining, reviewing and analyzing intelligence from digital devices and online platforms.

3.4.2.2. Role: processor.

3.5. Description of Transfer:

3.5.1. Categories of data subjects whose personal data is transferred: Individuals using the digital devices from which the intelligence is gathered, and their contacts.

3.5.2. Categories of data transferred: contact information, messages and emails, correspondence, location information, photos, data related to use of online platform, and other information extracted from digital devices.

3.5.3. Sensitive data transferred: to the extent present on the digital device and extracted at the instruction of the Customer: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

3.5.4. The frequency of the transfer: On a continuous basis, as needed in the use of the Services.

3.5.5. Nature of the processing: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, disclosure by transmission, alignment or combination, restriction, erasure and destruction.

3.5.6. Purpose(s) of the data transfer and further processing: extraction, review and analysis of intelligence from digital devices and online platforms.

3.5.7. The period for which the personal data will be retained: For the duration of the Services. 3.5.8. Transfers to the following main (sub-) processors:

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~~Name of sub-processor~~	~~Subject matter and nature of sub-processor~~	~~Duration of sub-processing~~

	processing	
Amazon AWS	Cloud infrastructure provider	Duration of the engagement

3.5.9. Competent Supervisory Authority: the supervisory authority in the EU member state where the data exporter's EU representative under Article 27 of the GDPR is located.

3.6. In Annex I, for MODULE TWO: Transfer controller to processor:

3.6.1. Information Security Policies & Standards: Cellebrite's Information Security Policy sets forth general information security policy statements applicable to Cellebrite's computer and network systems and all information contained on those systems or relating to Cellebrite's business activities.

- Information must be consistently protected in a manner commensurate with its sensitivity, value, and criticality.
- Cellebrite's information and computer resources must be used only for the business purposes authorized by management.

3.6.2. Acceptable Use Policy: Cellebrite's Acceptable Use Policy defines the activities that are permissible when using any of the company's computer, device, or communication system and states the minimum compliance requirements for users of Cellebrite's systems, including but not limited to computer equipment, software, operating systems, network accounts and e-mail.

3.6.3. Key Information Security Controls: Below are some of the key information security controls that the Information Security group has implemented across the organization.

Access Control: Cellebrite has implemented security standards, which are designed to restrict access to Cellebrite's information and data assets including, defines general access control requirements (e.g., access to information resources granted only on a "need-to-know" basis, access terminated at termination of employment, periodic review of access rights, role based access rights and segregation of duties, etc.).

Authentication and encryption: strong authentication with 2FA are required for every remote access to the company's assets.

3.6.4. System and Communications Protection: Cellebrite operates a comprehensive, multi-layered information security program, leveraging a defensive, in-depth architecture. Tiered perimeter defenses include firewalls between zones and key application servers as well as segmentation between various network elements and network segments. Web Application Firewalls are employed to protect applications. Detective controls are also layered, with proactive enterprise-wide scans for Advanced Persistent Threat ("APT") using top notch commercial malware detection. Network Intrusion Detection technology is in place, as well as endpoint controls such as Host-Based IDS and advanced malware protection. The Cellebrite's network infrastructure is protected with the following mechanisms, as a standard:

- Network Firewalls – designed to protect against network based, malicious attacks and provide an additional layer of access control.
- Network Access Controls – Cellebrite has controls around network access and remote access, including 2-factor authentication and forced disconnection after a period of inactivity.
- Network Segmentation – VLAN and physical segmentation. Additional controls may be in place at the application layer which, are detailed below in the product specifications section of this packet.

3.6.5. Vulnerability Management: Cellebrite maintains a systematic process to detect, categorize, and handle vulnerabilities found in its infrastructure, application and systems.

3.6.6. Change Management: Cellebrite maintain a change management process for changes in production, which helps protect the integrity and availability of the services by controlling all changes to minimize risk to approve all applicable changes.

3.6.7. SaaS Network Security: Cellebrite deploys multiple layers of network security across our SaaS infrastructure and application stack. At the perimeter Cellebrite relies on cloud front to provide distributed denial of service ("DDoS") attack mitigation and a web application firewall ("WAF") for traffic over HTTP and HTTPS. Cellebrite relies on IP whitelisting to ensure that the network origin for clients is not accessible publicly. All traffic within Cellebrite's SaaS platform operates on independent virtual private clouds ("VPCs") which is in a physically isolated from all other accounts. In the IPS layer, advanced threat protection, intrusion prevention, firewall capabilities, web filtering, network visibility, anti-virus, and anti-spyware services provide a broad range of enhanced protection.

3.6.8. Content Encryption: All traffic to and from clients to the platform uses HTTPS to encrypt data in transit.

3.6.9. Incident Response Plan: Cellebrite's have a detailed incident response plan that addresses how Cellebrite handles security incidents including notifying regulators, affected individuals, law enforcement, and/or data owners/controllers of security breaches of Scoped Data. Cellebrite's threat operation center is in charge of monitoring detecting handling and notifying the relevant stockholders in case of a cyber incident occurs.

Part 3

1. Customer commissions, authorizes and requests that Cellebrite provide Customer the Services, which involves Processing Personal Data (as these capitalized terms are defined and used in: (a) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) applicable as of 25 May 2018 and any national law supplementing the GDPR; and (b) Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data. Legislations (a) and (b) above shall collectively be referred to as "**Data Protection Law**".

2. This Part 3 applies only where Cellebrite is Processing Personal Data as a Data Processor on behalf of the Customer and under the Customer's instructions, where the Customer is a Data Controller subject to the GDPR with respect to the Personal Data that Cellebrite Processes. It does not apply to Cellebrite's Processing Personal Data of Customer's representatives to market or promote its products, to administer the business or contractual relationship between Cellebrite and the Customer or in other instances where Cellebrite operates as the Data Controller.

3. Cellebrite will Process the Personal Data only on Customer's behalf and for as long as Customer instructs Cellebrite to do so. Cellebrite shall not Process the Personal Data for any purpose other than the purpose set forth in this Addendum.

4. The nature and purposes of the Processing activities are as set out in the Agreement. The Personal Data Processed may include, without limitation:

contact information, messages and emails, correspondence, location information, photos, data related to use of online platform, and other information extracted from digital devices.

5. The Data Subjects, as defined in the Data Protection Law, about whom Personal Data is Processed are:

Individuals using the digital devices from which the intelligence is gathered, and their contacts.

6. Customer is and will always remain the 'Data Controller', and Cellebrite is and will remain at all times the 'Data Processor' (as these capitalized terms are defined and used in Data Protection Law). As a Data Processor, Cellebrite will Process the Personal Data only as set forth in this Addendum. Cellebrite and Customer are each responsible for complying with the Data Protection Law applicable to them in their roles as Data Controller and Data Processor.

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7. Cellebrite will Process the Personal Data only on instructions from Customer documented in this Addendum or otherwise provided either in writing or through the options of the Services configurable by Customer. The foregoing applies unless Cellebrite is otherwise required by law to which it is subject (and in such a case, Cellebrite shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest). Cellebrite shall immediately inform Customer if, in Cellebrite's opinion, an instruction is in violation of Data Protection Law.

8. Cellebrite will make available to Customer all information in its disposal necessary to demonstrate compliance with the obligations under Data Protection Law.

9. Cellebrite will follow Customer's instructions to accommodate Data Subjects' requests to exercise their rights in relation to their Personal Data, including accessing their data, correcting it, restricting its processing or deleting it. Cellebrite will pass on to Customer requests that it receives (if any) from Data Subjects regarding their Personal Data Processed by Cellebrite. Cellebrite shall notify Customer of the receipt of such request as soon as possible, and no later than five (5) business days from the receipt of such request, together with the relevant details.

10. Customer authorizes Cellebrite to engage another processor for carrying out specific processing activities of the Services, provided that Cellebrite informs Customer at least 10 business days in advance of any new or substitute processor (including in respect of any material changes in the other processor's ownership or control), in which case Customer shall have the right to object, on reasoned grounds, to that new or replaced processor. If Customer so objects, Cellebrite may not engage that new or substitute processor for the purpose of Processing Personal Data in the provision of the Services. Customer hereby authorizes Cellebrite to engage the processors identified in Section 3.5.8 of Part 2 of the Addendum.

11. Without limiting the foregoing, in any event where Cellebrite engages another processor, Cellebrite will ensure that the same data protection obligations as set out in this Addendum are likewise imposed on that other processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Data Protection Legislation. Where the other processor fails to fulfil its data protection obligations, Cellebrite shall remain fully liable to Customer for the performance of that other processor's obligations.

12. Cellebrite and its other processors will only Process the Personal Data in member states of the European Economic Area, in territories or territorial sectors recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR, or using adequate safeguards as required under Data Protection Law governing cross-border data transfers (e.g., Model Clauses). Cellebrite must inform Customer at least 10 business days in advance of any new envisioned cross-border data transfer scenario, in which case Customer shall have the right to object, on reasoned grounds, to that new envisioned cross-border data transfer. If Customer so objects, Cellebrite may not engage in that envisioned cross-border data transfer for the purpose of Processing Personal Data in the provision of the Services.

13. In the event that the foregoing mechanism for cross-border data transfers is invalidated by a regulatory authority under applicable law or any decision of a competent authority under Data Protection Law, the parties shall discuss in good faith and agree such variations (such agreement not to be unreasonably withheld or delayed) to this Addendum as are required to enable a valid cross-border data transfers. Further, in the event that the European Commission establishes processor to processor standard contractual clauses, the parties will enter into those clauses as promptly as reasonably practicable.

14. Cellebrite will ensure that its staff authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

15. Within 10 business days of Customer's written request, Cellebrite shall allow for and contribute to audits, including carrying out inspections conducted by Customer, or another auditor mandated by Customer in order to establish Cellebrite's compliance with this Addendum and the provisions of the applicable Data Protection Law as regards the Personal Data that Cellebrite processes on behalf of

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~~Customer. Such audits shall be limited to one business day per annum (unless Data Protection Law requires otherwise), shall be conducted during ordinary business hours and without interruption to Cellebrite's ordinary course of business. Under no circumstances shall the audits or inspections extend to trade secrets of Cellebrite or to data regarding other customers of Cellebrite. All audits are conditioned on the Customer or its auditors first executing appropriate confidentiality undertakings satisfactory to Cellebrite.~~

~~16. Cellebrite shall without undue delay, and in any event within 72 hours, notify Customer of any Personal Data Breach (as this term is defined and used in Data Protection Law and applicable regulatory guidelines) that it becomes aware of regarding Personal Data of Data Subjects that Cellebrite Processes. Cellebrite will thoroughly investigate the breach and take all available measures to mitigate the breach and prevent its reoccurrence. Cellebrite will cooperate in good faith with Customer on issuing any statements or notices regarding such breaches, to authorities and Data Subjects.~~

~~17. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the~~ rights and freedoms of natural persons, Cellebrite shall implement in the Services appropriate ~~technical and organizational measures to ensure a level of security appropriate to the risk, as detailed in Section of 3.6 Part 2.~~

~~18. Cellebrite will assist Customer with the eventual preparation of data privacy impact assessments and prior consultation as appropriate (and if needed).~~

~~19. Cellebrite will provide Customer prompt notice of any request it receives from authorities to produce or disclose Personal Data it has Processed on Customer's behalf, so that Customer may contest or attempt to limit the scope of production or disclosure request.~~

~~20. Upon Customer's request, Cellebrite will delete the Personal Data it has Processed on Customer's behalf under this Addendum from its own and its processor's systems, or, at Customer's choice, return such Personal Data and delete existing copies, within 10 business day of receiving a request to do so, and~~

~~21. Upon Customer's request, will furnish written confirmation that the Personal Data has been deleted or returned pursuant to this section.~~

~~22. The duration of Processing that Cellebrite performs on the Personal Data is for the period set out in the Agreement.~~

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Part 4

1. **Scope.** This Part applies to the processing of 'personal information' (as defined in Cal. Civ. Code §1798.140(o)) by Cellebrite for Customer.

2. **Service Provider Obligations.** The Parties acknowledge and agree that Cellebrite is a 'service provider' as defined in Cal. Civ. Code §1798.140(v). To that end, and unless otherwise ~~required~~ by law:

   2.1. Cellebrite is prohibited from retaining, using or disclosing Customer 'personal information' (as defined in Cal. Civ. Code §1798.140(o)) for: (a) any purpose other than the purpose of properly performing, or for any commercial purpose other than as reasonably necessary to perform Customer's processing instructions; (b) 'selling' (as defined in Cal. Civ. Code §1798.140(t)) Customer personal information; and (c) retaining, using or disclosing Customer personal information outside of the direct business relationship between the parties. Cellebrite certifies that it understands the restriction specified in this subsection and will comply with it.

   2.2. If Cellebrite receives a request from a California consumer about his or her is 'personal information' (as defined in Cal. Civ. Code §1798.140(o)), Cellebrite shall not comply with the request itself, promptly inform the consumer that Cellebrite's basis for denying the request is that Cellebrite is merely a service provider that follows Customer's instruction, and promptly inform the consumer that they should submit the request directly to Customer and provide the consumer with Customer's contact information.

3. **Subcontracting to suppliers.** Customer author zes Cellebrite to subcontract any of its Services-related activities consisting (partly) of the processing of the personal informat on or requiring personal information to be processed by any third party supplier without the prior written authorization of Customer provided that: (a) Cellebrite shall ensure that the third party is bound by the same obligat ons of the Ce lebrite under this Part and shall supervise compliance thereof, and (b) Cellebrite sha'l remain fully liable vis-à-vis Customer for the performance of any such third party that fails to fulfil its obligat ons.

4. **Return or deletion of information.** Upon term nation of this Part, upon Customer's written request, or upon fulfillment of a l purposes agreed in the context of Customer's instructions, whereby no further processing is required, the Cellebrite shall, at the discretion of Customer, either delete, destroy or return to Customer, some or all (however instructed) of the of the personal information that it and its third-party suppliers process for Customer.

5. **Assistance in responding to consumer requests.** Ce lebrite shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the consumer rights under the California Consumer Privacy Act of 2018

6. **Data security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Cel ebrite's processing of personal information for Customer, as well as the nature of persona information processed for Customer, Cellebrite shall implement and maintain reasonable secunty procedures and practices appropriate to the nature of the information, designed to protect the personal information from unauthorized access destruction, use, modification, or disclosure (includ ng data breaches).

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