



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Contract

Order Date: 07-22-2022

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CCT 0601 0601 MAP2300000001 1	Procurement Folder:	1034759
Document Name:	CELLEBRITE INC Premium Unlimited Software for IOS and Androi	Reason for Modification:	
Document Description:	Digital Data Extraction Software Services		
Procurement Type:	Central Sole Source		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2022-06-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-05-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000118260 CELLEBRITE INC 266 HARRISTOWN RD STE 105 GLEN ROCK NJ 99999 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Thomas P Hymes Requestor Phone: 304-558-2350 Requestor Email: thomas.p.hymes@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
PROCUREMENT OFFICER 304-558-2930 DEPARTMENT OF HOMELAND SECURITY BLDG 1 RM W400 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	ADMINISTRATIVE SECRETARY 304-558-4831 FUSION CENTER 4TH FLOOR SOUTH WING 1700 MACCORKLE AVE SE CHARLESTON WV 25314 US

Purchasing Division's File Copy

Total Order Amount: \$270,000.00

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>Taraife 7/22/2022</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Groun 7/27/2022</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>7/28/2022</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Direct Award

The Vendor, Cellebrite, Inc., agrees to enter with the WV Fusion Center to provide Cellebrite Premium Unlimited Software for IOS and Android devices, per the attached documentation.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43232600	3.00000	YR	90000.000000	\$270,000.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Cellebrite Premium Unlimited

Extended Description:

Digital Data Extraction Software Services

	Document Phase	Document Description	Page 3
MAP2300000001	Draft	Digital Data Extraction Software Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ORDER OF PRECEDENT AND MODIFICATION AGREEMENT

THIS ORDER OF PRECEDENT AND MODIFICATION AGREEMENT, by and between **CELLEBRITE, INC.** (“Cellebrite”) and the **STATE OF WEST VIRGINIA** (“State” or “Agency”) is intended to provide an order of priority for the various documents that comprise the contract resulting from the direct award solicitation identified as CSSD MAP2200000004, Procurement Folder # 1034759, (the “Contract”) and to modify those documents as necessary.

The Parties hereby agree as follows:

- 1. Order of Precedence.** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section.

Contract Documents:

- a. This Agreement – First in priority.
- b. Cellebrite’s End User License Agreement, attached hereto as Exhibit A – Second in priority.
- c. Cellebrite’s Premium Unlimited Package General Terms and Conditions, attached hereto as Exhibit B – Third in priority.
- d. Cellebrite’s Premium Addendum, attached hereto as Exhibit C – Fourth in priority.
- e. Cellebrite’s General Terms and Conditions, attached hereto as Exhibit D – Fifth in priority.
- f. Cellebrite Quote # Q-245845-1, dated April 21, 2022, attached hereto as Exhibit E – Sixth in priority.
- g. Blackbag Technology Software User License Agreements, as applicable, attached hereto as Exhibit F – Seventh in priority.
- h. State of West Virginia Confidentiality Policies and Information Security Accountability Requirements, attached hereto as Exhibit G – Eighth in priority.

- 2. Additional Contract Terms.** The following additional terms are added to the Contract.

- a. **VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- b. **LATE PAYMENT PENALTIES** – Any language in any document imposing any interest or charges due to late payment is deleted.
- c. **BACKGROUND CHECK** – In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- d. **ANTITRUST** – In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- e. **PRIVACY, SECURITY, AND CONFIDENTIALITY** – The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, attached hereto as Exhibit G and incorporated herein by reference.
- f. **ISRAEL BOYCOTT** – Vendor understands and agrees that pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

The Parties are signing this Addendum on the date stated below the signature.

CELLEBRITE, INC.
DocuSigned by:

By: Marque Tugardin
A082BF-F831624ED...

Its: President, Americas

Date: 7/20/2022

STATE AGENCY

By: West Virginia Focus Center

Its: State

Date: 7/20/22

EXHIBIT A

EXHIBIT A

CELLEBRITE END USER LICENSE AGREEMENT

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 EliteaaS” 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.

“Territory” means the country (not including external territories) in which Product was purchased or Software was licensed from Cellebrite or an authorized reseller of Cellebrite.

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

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

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

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

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

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

2. LICENSE GRANT

A. Software. Subject to the terms and conditions of this EULA, during the License Term, Cellebrite grants Buyer, and Buyer accepts, upon delivery of any Software, a non-exclusive, non-transferable, royalty free, and non-sublicensable license to the Software to (i) allow Authorized Users to use such Software, in executable form only, and any accompanying Documentation, only for Buyer’s internal use in connection with the Products, in the Territory (or any other location specifically authorized by Cellebrite in writing) and only as authorized in the Agreement, and subject to the terms hereof; ii) make a reasonable number of copies of Software, (except with respect to Embedded Software), for use only as licensed in this EULA, though in no case more than the number of Authorized Users; and (iii) make one (1) copy of Software, (except with respect to Embedded Software), for backup, archival or disaster recovery purposes.

i. Embedded Software Limitations. Buyer may only use Embedded Software for execution on the unit of Product originally delivered to Buyer with such Embedded Software installed or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such

Embedded Software that Cellebrite has licensed to Buyer may be loaded and executed only on the unit of Product on which any originally licensed Software is authorized to execute.

- ii. License Exclusion. Notwithstanding anything to the contrary, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software on any Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.
- iii. Single Product; Single Authorization Product. Buyer's license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite's authorized reseller. Buyer's license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite's authorized reseller.
- iv. Authorization Products. Without limiting Section 2.D, Buyer shall not, and shall not permit any User to, use any Authorization Product on a computer other than the computer to which such Authorization Product is directly connected (*i.e.* not through a network), except that an Authorized User may use Remote Access Protocol with Cellebrite's UFED Physical Analyzer. Buyer shall ensure that multiple users cannot use Remote Access Protocol to access UFED Physical Analyzer simultaneously. For the avoidance of doubt, subject to the terms and conditions of this EULA, sharing a USB dongle among Concurrent Users is permitted.
- v. Remote Access Protocol. Buyer expressly acknowledges, agrees and warrants that except as required for use by Concurrent Users as allowed by the Agreement and as provided herein each computer running an Authorization Product will be configured or at least limited to serve only one remote connection at a time. In other words, only one Authorized User can use a Remote Access Protocol at the same time. For example, if a host computer is installed with multiple instances of Cellebrite's UFED Physical Analyzer, Buyer will ensure that it is not possible for multiple remote users to connect to the host computer and/or ensure that the foregoing does not occur. Regarding any other Cellebrite products or software other than Cellebrite's UFED Physical Analyzer, Buyer may not use a Remote Access Protocol unless expressly agreed to in writing by Cellebrite. Regarding Endpoint Inspector and/or Endpoint Mobile, it is hereby clarified and agreed that: (i) Buyer may use Remote Access Protocol and allow Authorized and Concurrent Users to use outside of Territory, as detailed in the Agreement; and (ii) Cellebrite may, at its sole discretion, inform any Endpoint Inspector and/or Endpoint Mobile's custodian about the nature of the use of the Endpoint Inspector and/or Endpoint Mobile application that will be installed and/or operated on or in relation to the custodian's device.
- 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.
- vii. Concurrent Users. If the Agreement specifies that any Software may be used by Concurrent Users, Buyer may install one instance of such Software on one (1) designated host server for concurrent and simultaneous use and/or access by the applicable number of Concurrent Users. The number of Concurrent Users accessing such Software at any time may not exceed the

number of Concurrent Users specified in the Agreement. Buyer must keep a record of all Authorized Users who are Concurrent Users.

- viii. Former BlackBag Software Users. Each copy of the Inspector, Digital Collector, Mobilyze, or SoftBlock Software may only be used, executed, or displayed by one (1) Authorized User and on one Licensed System at any given instance. The term “**Licensed System**” means a computer to which an activation key provided by BlackBag has been connected or accessed, as authorized by BlackBag in the applicable License Confirmation.
- ix. Cellebrite PaaS and Mobile Elite aaS Access and Use. Subject to Your compliance with the terms and conditions contained in this EULA and/or in any applicable order form and/or quote issued to You by Cellebrite and/or purchase order and/or agreement, Cellebrite hereby grants to You, during the relevant Cellebrite PaaS or Mobile Elite aaS (either services, for the purpose of this Section, the “**Service**”) License Term, a limited, non-exclusive, non-transferable (a) right to access and use the Service in accordance with any relevant printed, paper, electronic or online user instructions and help files made available by Cellebrite for use with the Service, as may be updated from time to time by Cellebrite, and (b) license to download any relevant software if software is offered by Cellebrite for the purpose of using the Service, in each case solely for Your internal business purposes and not for the benefit of any other person or entity. By accessing and/or using the Service, You expressly acknowledge and agree that certain operational required information shall be shared with Cellebrite for the purpose of providing the service. Such information may include the number of unlocking actions purchased by You and/or left for Your use, types of software downloaded by You for the purpose of using the Service, etc. The Service may be affected by factors beyond Cellebrite’s control and may not be continuous and uninterrupted. You acknowledge that the service may be subject to limitations and/or delays inherent in the use of the internet and electronic communications, and Cellebrite is not responsible or liable for any delays, delivery failures or other damage resulting from those technical difficulties beyond its control.
- x. Premium and Mobile Elite Placement and Use. Any Premium and Mobile Elite Product, including Products connected by the Buyer to the Premium and/or Mobile Elite Product, may only be placed and used inside a room, lab, office. Premium Mobile may be placed and used anywhere in the Territory where security measures are consistent with sensitive activities. Cellebrite recommends to the Buyer having its Authorized Users certified for using and operation Premium and/or Mobile Elite, as applicable, and offers the top valued certifications in the field.

B. Software Provisions.

- i. Any use or operation of the Product, including the Software, with any product and/or mobile device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.
- ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO BUYER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE SOFTWARE IN CONNECTION WITH ANY PRODUCT AND/OR MOBILE DEVICE

DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.

- iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Buyer or Buyer to accept such Updates or Upgrades.
- iv. Trial and Beta Software Licenses. Subject to the terms and conditions of this Agreement, Cellebrite may grant Buyer with, and Buyer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of Software or a Beta Version of the Software, in executable form only, and any accompanying Documentation, only for Buyer's internal use to test, trial or evaluate such Software and/or provide feedback to Cellebrite with respect thereto, in the Territory, and not for any business or productive purposes, for a period as specified by Cellebrite at its sole discretion, and subject to the restrictions in Section 2.

Buyer assumes all risks and all costs associated with its use of the Trial and/or Beta Software, any obligations on behalf of Cellebrite to indemnify, defend, or hold harmless under this Agreement are not applicable to Buyer's use of any Trial and/or Beta Software. Buyer's sole and exclusive remedy with respect to such Trial and/or Beta Software is termination of the license thereto. There is no guarantee that features or functions of the Trial and/or Beta Software will be available, or if available will be the same, as in the general release version of the Software. Cellebrite will be under no obligation to provide Buyer any maintenance or support services with respect to the Trial and/or Beta Software.

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- v. Buyer represents, warrants and covenants to Cellebrite that (a) only Users of Buyer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Products and/or Software; (b) Users of Buyer shall only use any of the Products and/or Software in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Buyer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.
- C. License Prohibitions. Notwithstanding anything to the contrary, Buyer shall not, and shall not permit, authorize or engage any Third Party to:
- i. modify, reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software, or create derivative works thereof;

- ii. assign, pledge, rent, lease, sublicense, share, distribute, sell or otherwise transfer the Software, any copy thereof, or any rights granted hereunder, to any third party, including without limitation selling any Product in a secondhand market;;
- iii. use any Software to provide service to any Third Party including by use on a time sharing, service bureau, application service provider (ASP), software as a service (SAAS), cloud services, rental or other similar basis;
- iv. make copies of or reproduce of any Software and/or Documentation, except as provided for in the license grant above;
- v. remove, alter, deface, cover, obfuscate or destroy any proprietary markings, copyrights notices, proprietary legends, labels or marks placed upon or contained within any Products and/or Software (including, without limitation, any copyright or other attribution statements such as for open source software);
- vi. use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite;
- vii. disclose any results of testing or benchmarking of any Software to any Third Party;
- viii. use any Update or Upgrade beyond those to which Buyer is entitled or with any Software to which Buyer does not have a valid, current license;
- ix. deactivate, modify or impair the functioning of any disabling code in any Software;
- x. circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms;
- xi. use the Product, any Software or any Third Party Software, alone or in combination with other activities, products or services, in any activity or manner that violates or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be in violation of:
 - (1) any order, regulation or Law (including but not limited to any Law with respect to human rights or the rights of individuals) or to support any illegal activity;
 - (2) any human rights standards of any person, group, or community, and best practice including internationally recognized human rights instruments, such as the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the International Labor Organization Declaration on Fundamental Principles and Rights at Work;
 - (3) any rights of any Third Party.
- xii. use any Product for any training purposes, other than for training Buyer's employees, where Buyer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing;
- xiii. combine or operate any Products or Software with other products or software, without prior written authorization of Cellebrite or its Affiliates, including without limitation any installation of any software on any Product; or,
- xiv. attempt any of the foregoing.

The licenses set out hereunder are at all times subject to these prohibitions and any contravention thereof shall constitute a material breach of this Agreement. Cellebrite expressly reserves the right

to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

For the purpose of this Section, it is hereby clarified that "Third Party" shall include: Buyer's affiliates, employees, contractors, licensors, suppliers or customers. If the event that the Buyer is a governmental body the followings shall also be included: any federal, state, local, judicial or other governing body having jurisdiction over any of the foregoing.

- D. Legal Exception. Buyer agrees that, to the extent that any applicable Law (including without limitation national laws implementing 2009/24/EC on the Legal Protection of Computer Programs) grants Buyer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before Buyer exercises any such rights, Buyer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Buyer; or (b) permit Buyer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Buyer's request, shall Buyer exercise its statutory rights.
- E. Network Usage. Buyer understands and agrees that Cellebrite may use Buyer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Buyer's computer and the Cellebrite license server.
- F. Third Party Software. Buyer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. In addition to the Agreement, Buyer shall comply with the terms and conditions applicable to any such Third Party Software, including without limitation the following terms and conditions:
- i. Bing Maps - <https://www.microsoft.com/en-us/maps/product/terms-april-2011>; <http://aka.ms/BingMapsMicrosoftPrivacy>
 - ii. OpenStreetMap - <http://www.openstreetmap.org/copyright>
 - iii. Chainalysis Inc. - <https://legal.cellebrite.com/intl/ChainalysisEULA.htm>
- Additional Third Party Licenses can be found here: https://www.cellebrite.com/en/blackbag-agreements/#third_party
- G. No Implied Licenses. Except for the express licenses set forth herein, Cellebrite does not grant any license to Buyer, whether by implication or otherwise.
- H. Open Source Software.
- i. Software may use and/or be provided with third party open source software, libraries or other components ("Open Source Component"), including those detailed in the open source notices files separately conveyed to You. To the extent so stipulated by the license that governs each Open Source Component ("Open Source License"), each such Open Source Component is licensed directly to Buyer from its respective licensors and not sublicensed to Buyer by Cellebrite, and such Open Source Component is subject to its respective Open Source

License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.

- ii. If Buyer or another party on its behalf, modifies, replaces or substitutes any Open Source Component used in or provided with this Software, Buyer hereby fully, forever, irrevocably and unconditionally releases and discharges Cellebrite, its Affiliates and its and their employees, officers, directors, resellers, distributors and representatives (collectively, "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, covenants, liabilities, warranties, performance and maintenance and support obligations (collectively, "Released Claims"), of every kind and nature, with respect to such Software, including without limitation any such Released Claims that arise as a matter of applicable Law.
 - iii. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Buyer, and such source code was not delivered to Buyer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Buyer shall contact Cellebrite at support@cellebrite.com.
- I. Personal Data. The parties acknowledge and agree that: (a) Within the scope of this Agreement, the Product is an on-premise solution used and operated solely by Buyer without the involvement of Cellebrite; (b) Cellebrite is not engaged in any processing of 'personal data' (as this term is used in Laws governing data privacy and data protection) that flows through the Product; and therefore (c) with respect to Cellebrite activities in the scope of this Agreement, Cellebrite is neither a 'data controller' nor 'data processor' (as these terms are used in Laws governing data privacy and data protection).

3. OWNERSHIP

- A. Title to Software. Notwithstanding anything to the contrary, Software furnished hereunder is provided to Licensee subject to and in accordance with the terms and conditions of the EULA. All title and interest of the Software and and/or any related Documentation and any derivative works thereof shall remain solely and exclusively with Cellebrite or its licensors, as applicable. Nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title or interest in any Software and/or Documentation or any derivative works thereof. Therefore, any reference to a sale of Software shall be understood as a license to Software under the terms and conditions of the Agreement. In the event of any conflict between the GTC and the EULA, the EULA shall take precedence over the GTC in all matters related to the Software.
- B. Intellectual Property. All intellectual property rights relating to the Software and/or the Products, including without limitation, all patents, trademarks, algorithms, binary codes, business methods, computer programs, copyrights, databases, know-how, logos, concepts, techniques, processes, methods, models, commercial secrets and any other intellectual property rights, including any new developments or derivative works of such intellectual property, whether registered or not, are and shall remain the sole and exclusive property of Cellebrite or its licensors, as applicable. All right,

title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other software or other works of authorship or other forms of intellectual property which are made, created, developed, written, conceived of or first reduced to practice solely, jointly with Licensee or on behalf of Licensee shall be and remain with Cellebrite or its licensors, as applicable. Any suggestions, improvements or other feedback provided by Licensee to Cellebrite regarding any Products, Software or services shall be the exclusive property of Cellebrite. Licensee hereby freely assigns any intellectual property rights to Cellebrite in accordance with this Section, including any moral rights, and appoints Cellebrite as its attorney-in-fact to pursue any such intellectual property rights worldwide.

4. **CONFIDENTIALITY** – The parties may each disclose to the other proprietary information related to the subject of the Agreement (“Confidential Information”). Software, Documentation, Trade Secrets, and any technical information related thereto are Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked “confidential” or “proprietary” to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

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

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

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

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.

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement at the disclosing party's expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure, access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.

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

6. **BUYER INDEMNITY** – To the maximum extent permitted by applicable Law, Buyer shall, at its expense: (i) indemnify and hold Cellebrite and its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers harmless from and against any damages, claim, liabilities and expenses (including without limitation legal expenses) (whether brought by a Third Party or an employee, consultant or agent of Buyer's) arising out of any (a) misuse or use of any Product or Software furnished under the Agreement in a manner other than as authorized under this EULA, including without limitation using the Product or Software in a manner that violates applicable Law including without limitation a person's Fourth Amendment rights under the United States Constitution (or its equivalent in the Territory); (b) misappropriation of any personal information, (c) failure to obtain consents and approvals required by applicable Law for the use of any of the Cellebrite's Products or Software, or; (g) use of any Product or Software in breach of or to violate the terms of any other agreement with a Third Party; (ii) reimburse Cellebrite for any expenses, costs and liabilities (including without limitation legal expenses) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

7. **CELLEBRITE INDEMNITY** – Cellebrite will, at its expense: (i) indemnify, defend and hold Buyer and its Affiliates and its and their officers and directors harmless from any Third Party claim to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Buyer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Buyer and attributable to such claim.

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

Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item. The maximum liability of Cellebrite in relation to any claims under this Section 7 shall not exceed the amounts paid by Buyer to license the infringing Software or purchase Products including the infringing Software in the twelve (12) months immediately preceding the claim. If there are any other indemnification obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

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

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

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

8. **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.
- C. 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 event 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 redigés 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: July 1, 2022

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.

D. 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 COMMERCIALY 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.

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This document was last updated April, 2011

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Embedded Maps Service Terms of Use

Microsoft Bing Maps and MapPoint Web Service Terms of Use

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Bing Maps Embedded Maps Service Terms of Use

The following Bing Maps Embedded Maps Service Terms of Use ("Terms") apply to Your use of the Bing Maps Embedded Maps Service only.

By using the Bing Maps Embedded Maps ("Embedded Maps Service"), You ("You") accept and agree to the Full Terms and Conditions of Use of the Embedded Maps Service as set forth below, as well as any additional terms and conditions we may require from time to time. Use of the Embedded Maps Service is limited to 50,000 map deliveries per year, as defined below. If your traffic requirement will exceed this limit, please contact maplic@microsoft.com.

Please note that we do not provide warranties for the Embedded Maps Service. This Agreement also limits our liability. These terms are in section 6 and we ask you to read them

carefully.

1. Definitions

"Agreement": these Terms and Conditions of Use of the Embedded Maps Service;

"Guidelines": any rules governing the implementation and use of the Embedded Maps Service, as amended from time to time;

"Materials": any documentation or other materials provided by Microsoft to You in connection with the provision of the Embedded Maps Service;

"Bing Maps Brand Features": the Bing logo, the Bing brand name, and any other images and/or text displayed within the Embedded Maps Service, or within Microsoft Bing Maps or MapPoint Web Services from time to time;

"Microsoft": Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052 or its affiliates;

"Bing Maps Brand Features": the Bing logo, the Bing brand name, and any other images and/or text displayed within the Embedded Maps Embedded Maps Service, or at the Bing Maps websites from time to time;

"Embedded Maps Service": the Embedded Maps Service, which provides access via a single interface to a range of mapping and location services. Mapping, address search, routing, and aerial imagery, are included in the Embedded Maps Service;

"Website": the website or mash-up or service that You own or operate, which is located at the URL You provide to Microsoft, that makes use of the Embedded Maps Service.

2. GENERAL TERMS OF USE

1. Microsoft reserves the right to modify the Embedded Maps Service from time to time, and without prior notice. We will make commercially reasonable efforts to maintain backwards compatibility for versions of the Embedded Maps Service, but cannot guarantee this.

2. Microsoft further reserves the right to modify these Embedded Maps Service Terms of Use from time to time, and without prior notice. If we change the Terms, then we will provide notice by updating these Terms and posting them at <https://www.microsoft.com/maps/assets/docs/terms.aspx> or another web site as Microsoft may designate from time to time, or providing notice by email at the email address you specified when you signed up for the Embedded Maps Service. If You do not agree to these changes, then You must stop using the Embedded Maps Service. If You do not stop using the Embedded Maps Service, then Your use of the Embedded Maps Service will continue under the changed Terms.

3. You agree that Microsoft has the right to monitor Your usage of the Embedded Maps Service, including traffic generated by You. This may include, for example, filtering to stop spam or increase security. These means may hinder or break Your use of the Embedded Maps Service.
4. We reserve the right to include advertising in the content served through the Embedded Maps Service. You will not intentionally omit or obscure such advertising when displaying such content to end users.
5. Microsoft reserves the right, in its sole discretion, to determine whether Your use of the Embedded Maps Service is in accordance with the terms of this Agreement.

3. RESTRICTIONS ON USE OF THE EMBEDDED MAPS SERVICE

1. You may not use the Embedded Maps Service for internal business applications. The site into which you integrate the Embedded Maps Service must be offered for free to users; you may not build paid-for services with the Embedded Maps Service.
2. The Embedded Maps Service may not be used as part of a mobile or wireless service, or in any real-time tracking, guidance, or asset tracking applications or routing services.
3. Use of the Embedded Maps Service is limited to 50,000 map deliveries per year. If your traffic requirement will exceed this limit, please contact maplic@microsoft.com.
4. You may access and use the Embedded Maps Service only as documented in the implementation guidelines or other relevant Materials.
5. You may not alter, block or remove any copyright notice, logos, digital watermarks, terms of use links or advertisements contained in or on the maps, images or other components of the Embedded Maps Service.
6. You agree that you will not use Bird's Eye Imagery or Traffic data.
7. You may not use or integrate any element of the Embedded Maps Service with another supplier's mapping or location-related services.
8. The Embedded Maps Service may not be used in conjunction with any materials, Websites or applications that:
 1. are obscene, indecent, pornographic, or harmful to or exploitative of minors; or are otherwise illegal, or that breach another individual's right to privacy;
 2. incite, advocate, or express hatred, bigotry, racism, or gratuitous violence;
 3. are intended to threaten, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason, including on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion, or to incite or encourage anyone else to do so;

4. transmit, sell, license or deliver any infringing, defamatory, offensive, or illegal products, services or materials;
5. email, transmit or upload viruses, worms, Trojan horses, or spam, or unsolicited messages or advertisements;
6. upload files that contain software or other materials in breach of any intellectual property rights;
7. impersonate anyone else or otherwise misrepresent Your identity or status;
8. collect and process others' personal data;
9. violate local, state, federal or other applicable consumer privacy regulations; or
10. violate any applicable law or violate the rights of any third party (including, without limitation, rights of privacy or proprietary rights).

9. You may not use the Embedded Maps Service in ways that harm us or our affiliates or suppliers.

10. You may not use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Embedded Maps Service.

11. You may not damage, disable, overburden, or impair the Embedded Maps Service (or the network(s) connected to the Embedded Maps Service) or interfere with anyone's use and enjoyment of the Embedded Maps Service.

12. You may not sell, lease or sublicense access to the Embedded Maps Service.

13. You may not attempt to make a local non-cache copy, or help a third party attempt to make a local non-cache copy, of any content provided through the Embedded Maps Service.

14. You may not falsify or alter any unique referral identifier in, or assigned to, an application or Website, or otherwise obscure or alter the source of queries coming from an application or Website;

15. You may not use any automated process or service to access and/or use the Embedded Maps Service (such as a BOT, a spider, periodic caching of information provided through the Embedded Maps Service, or "meta-searching").

16. You may not attempt to gain unauthorized access to the Embedded Maps Service, other accounts, computer systems or networks connected to the Embedded Maps Service through hacking, password mining or any other means.

17. You may not obtain or attempt to obtain any materials or information related to the Embedded Maps Service not intentionally made available through the Embedded Maps Service by Microsoft.

4. OWNERSHIP

1. You acknowledge and agree that Microsoft owns, or is the licensee of, all rights and interests in the Embedded Maps Service, all underlying data and Intellectual Property, and the Bing Maps Brand Features.
2. Nothing in this Agreement shall confer on You any right of ownership in the Embedded Maps Service, or any underlying JavaScript, map data, other location data, or any other Intellectual Property. You shall not now or in the future contest the validity of the Bing Maps Brand Features.
3. You undertake not to, and shall not permit any third party to, reverse engineer the Embedded Maps Service, any of the XML or other calls made by the Embedded Maps Service, or any software or services provided by Microsoft. You agree not to, and shall not permit or encourage any third party to copy, cache or retain any maps, routes, images, or other data provided to You by Microsoft as part of the Embedded Maps Service.
4. You agree that You will not capture or retain any geocodes produced by the Embedded Maps Service in any way, including an address look-up.
5. Without prejudice to any other rights or remedies that Bing Maps may have, You acknowledge and agree that if any of the Embedded Maps Services, the Materials, or Microsoft's Confidential Information are used or disclosed (if applicable) other than in accordance with the terms of the Agreement, the award of damages may not be an adequate remedy and Microsoft shall be entitled to seek injunctive or other equitable relief in respect of such breach.

5. YOUR RESPONSIBILITIES

1. You warrant that You shall use the Embedded Maps Service in accordance with the terms of this Agreement, and will implement the Embedded Maps Service as instructed in the Guidelines, and other Materials.
2. You will defend and indemnify Microsoft and its subsidiaries and suppliers against any expense, claim or cost suffered by Microsoft, including legal fees, losses (actual and consequential), judgments, or damages, as a result of any breach by You of the warranties contained in Clause 5.1, or of any of the Terms.

6. MICROSOFT MAKES NO WARRANTY; LIMITATIONS OF LIABILITY

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2. Microsoft and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components related to the Embedded Maps Service.

3. You understand and agree that Microsoft and/or its suppliers shall not be liable to You for any direct, indirect, punitive, incidental, special consequential damages or any damages whatsoever including, without limitation damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Embedded Maps Service, with delay or inability to use the Embedded Maps Service, the provision or failure to provide the Embedded Maps Service or for any information, content or services related graphics obtained through the Embedded Maps Service, whether based on contract, tort, negligence, strict liability or otherwise, even if Microsoft or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

4. Each provision of this Clause 6 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiration or termination of this Agreement.

7. PRIVACY

1. All access to and use of the Embedded Maps Service is subject to the data practices set forth in the Microsoft Online Privacy Statement, which forms part of these Terms. You are responsible for providing end users with adequate notice of the privacy practices applicable to the embedded maps on your site. In the event that Bing Maps is sold to a third party, You agree that any personal information Bing Maps holds may be transferred to that third party.

8. TERM AND TERMINATION

1. The Agreement shall commence on the date upon which You first use the Embedded Maps Service, and shall continue until terminated by either party.

2. Microsoft reserves the right to terminate or discontinue this Agreement and Your use of the Embedded Maps Service at any time, without notice.

3. Microsoft may suspend the operation of the Embedded Maps Service for repair or maintenance work or in order to update or upgrade the contents or functionality of

the Embedded Maps Service from time to time. Access to or use of the Embedded Maps Service or any pages linked to it will be not necessarily be uninterrupted or error free.

4. Microsoft shall be entitled to terminate this Agreement forthwith with immediate effect in the event that any act or omission by You, at Microsoft's sole discretion, results in damage to Microsoft or any of its Affiliates or suppliers or brings Microsoft or any of its Affiliates or suppliers into disrepute, whether in relation to the Embedded Maps Service or otherwise.

5. You may terminate this Agreement at any time by ceasing to use the Embedded Maps Service.

6. In the event of the termination of this Agreement, You agree to:

1. cease using the Embedded Maps Service immediately; and
2. destroy or return to Microsoft (as Microsoft shall direct) the Materials, and remove Bing Maps links, JavaScript and other content from Your Website, within 5 days of termination.

7. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into, or continue in, force on or after such termination.

8. Clauses 1, 2, 3, 4, 5, 6, 7, 8, and 10 shall survive expiration or termination of this Agreement.

9. NOTICES AND CONSENT REGARDING ELECTRONIC INFORMATION

1. This Agreement is in electronic form. There may be other information regarding the Embedded Maps Service that the law requires us to send You. We may send You this information in electronic form. You have the right to withdraw this consent, but if You do, we may cancel Your use of the Embedded Maps Service. We may provide required information to You:

1. by e-mail at the e-mail address You specified when You signed up for the Embedded Maps Service; or
2. by updating these Terms and posting them at <https://www.microsoft.com/maps/assets/docs/terms.aspx> or another web site as Microsoft may designate from time to time.

2. Notices provided to You via e-mail will be deemed given and received on the transmission date of the e-mail. As long as You can access and use the Embedded

Maps Service, You have the necessary software and hardware to receive these notices. If You do not consent to receive any notices electronically, You must stop using the Embedded Maps Service.

3. Any notice from You should be sent electronically to: maplic@microsoft.com.

10. GENERAL

1. A failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of that right or any other right or remedy. A waiver of a breach of this Agreement does not constitute a waiver of any other breach of this Agreement. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
2. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impact the continuation in force of the remainder of this Agreement.
3. Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other and neither party shall have the authority or power to bind the other or to contract in the name of or create a liability against the other party in any way.
4. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original but all the counterparts together shall constitute one and the same instrument.
5. Each party undertakes with the other to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.
6. Save as otherwise provided in this Agreement, a person who is not a party to it has no right under the Agreement to rely upon or enforce any term of this Agreement.
7. This Agreement, and the documents referred to in it, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

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11. 11. LAW AND JURISDICTION

1. Washington state law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which we direct the Embedded Maps Service. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA for all disputes arising out of or relating to this Agreement.


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Windows 11 apps	Flexible Payments	Azure for students	Small Business	Visual Studio	Sustainability

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 English (United States)

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- **South Africa:** Contains data sourced from Chief Directorate: National Geo-Spatial Information, State copyright reserved.
- **United Kingdom:** Contains Ordnance Survey data © Crown copyright and database right 2010-19.

For further details of these, and other sources that have been used to help improve OpenStreetMap, please see the Contributors page on the OpenStreetMap Wiki.

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Trademarks

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Chainalysis End User License Agreement

This Cloud End User License Agreement (this "EULA" or "Terms") between Cellebrite (as defined in the Cellebrite EULA) ("Licensor") and Buyer (as defined in the Cellebrite EULA) ("Licensee"), is effective as of the last date signed below (the "Effective Date"), and governs the use and access to the products, services (and any data derived from any of the foregoing), and data ordered by Licensee and made available by Licensor under order(s) or ordering documents entered into by the parties (each, a "Order") collectively, the "Services"). All Services in effect as of, and placed after, the Effective Date shall be governed by the terms of the Agreement (as defined below). Each Order shall be governed by the terms of this Agreement and this EULA incorporates by reference any exhibits attached hereto. This EULA, any Order(s), and any other agreements, including any agreements that this EULA is incorporated into shall be collectively referred to as this "Agreement".

BACKGROUND

The parties agree and acknowledge that Licensor is reselling the Services directly to Licensee subject to the terms of this EULA. Any Licensor rights set forth in this EULA are in its capacity as a reseller of the Services. The Services may be accessed through Authorized User (as defined below) credentials, and in the case of the KYT service, also through an Application Programming Interface (the "KYT API"; collectively, the "KYT Service"). Other Services may be accessed through an API as explicitly set forth in an Order. Any reference to "Services" in the Agreement shall include the KYT API, provided that such inclusion, as well as any reference to KYT API, shall apply only to the extent the KYT Service is provided by Licensor to Licensee as part of the Services. In the event of any conflict between an Order and this EULA, unless stated otherwise, the terms of this EULA shall control. The terms of this Background section are incorporated into the body of the Agreement as if fully set forth therein.

TERMS AND CONDITIONS

1. RIGHTS AND RESTRICTIONS.

(a) **Services Use and Access.** Subject to the terms and conditions of this Agreement and except as it relates to any Chainalysis Data which is licensed pursuant to Section 1(b), Licensor permits Licensee to access and use the Services in the quantities identified on the applicable Order during the Term (as defined in Section 5(b)) solely for the purpose of analyzing digital asset transactions for Licensee's internal business or operations, or as otherwise explicitly set forth in an Order (the "Purpose").

(b) **Chainalysis Data.** Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable (except as set forth in Section 11(g)), non-sublicensable license to access and use the Chainalysis Data during the Term (as defined in Section 5(b)) solely for the Purpose. "Chainalysis Data" means: (i) data provided through any online Services which is extracted or downloaded therefrom such that it is accessible outside of or without the online Services or (ii) data that is otherwise provided by Licensor to Licensee. For the avoidance of doubt, any reference to "Services" shall include Chainalysis Data (except as used in Section 1(a)).

(c) **Restrictions.** Licensee agrees that it shall not directly or indirectly: (i) use the Services for any illegal or unauthorized purpose or in any manner that damages or interferes with the Services' operation; (ii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services or any reports or outputs thereof; (iii) sublicense, sell, lease (including on a service bureau basis), share, or transfer the Services or make it available to anyone except for Authorized Users; (iv) separately extract and provide or otherwise use data from the Services except as made available as part of the Services' normal functions; (v) modify, create derivative works of, reverse engineer, reverse compile, decompile or disassemble the Services, or any elements thereof (except as this restriction (v) is prohibited by applicable law); (vi) use or access the Services for competitive or benchmarking purposes; (vii) circumvent any security measures or use restrictions in the Services; (viii) employ or authorize a Chainalysis Competitor to use or view the Services; (ix) without limiting its obligations under the Section 7, post, make public in any manner, or disclose to any third party, any aspect of the Services, including but not limited to photographs or screenshots thereof ("Screenshots") or API keys; or (x) attempt to do any of the foregoing. In addition, at all times, Licensee will ensure that its Authorized Users comply with the Acceptable Use Policy, the current version of which is incorporated into this Agreement which may be amended from time to time (available at <https://go.chainalysis.com/acceptable-use-policy>). If Licensee or any Authorized User violates these restrictions or any other provision of this Agreement, or any Authorized User violates Licensor's Acceptable Use Policy, Licensor may suspend or block Licensee's or such Authorized User's access to the Services. "Chainalysis Competitor" means a person or entity in the business of developing, distributing, or commercializing software or Internet products or services substantially similar to or competitive with Chainalysis' products or services.

2. USE OF THE SERVICES.

(a) Licensor Responsibilities.

(i) **Third-Party Products or Services.** The Services may provide Licensee with access to products, services, information, content, messages, or websites through the Services that are from third parties (including other users) (collectively, "Third Party Products"). Except as expressly provided herein, any use by Licensee of Third Party Products, and any exchange of data between Licensee and any provider of Third Party Products, is solely between Licensee and the applicable third party and may be subject to additional terms. Notwithstanding anything to the contrary in this Agreement, Licensor shall have no liability in connection with Licensee's use of any Third Party Products. Licensor does not warrant (except as required by law) in any manner, including for accuracy or completeness, or support Third Party Products, except as explicitly specified in an Order and Licensee agrees that Third Party Products are provided **AS-IS**.

(ii) **Beta Services.** From time to time, Licensor may invite Licensee to trial services and/or features that are not generally available to customers ("Beta Services") at no charge. Licensee may accept or decline any such trial in Licensee's sole discretion. Beta Services will be clearly designated as beta, non-production, evaluation, or by a similar description. Notwithstanding anything to the contrary in this Agreement, the Beta Services are for evaluation purposes and not for production use, are not supported, are not covered by any service level commitment and are provided **"AS IS"**, exclusive of any warranty whatsoever, including for accuracy or completeness. Licensee acknowledges that Beta Services may be discontinued at any time without notice, may be subject to additional terms, and they may never be made generally available. Notwithstanding anything to the contrary in this Agreement, Licensee will have no liability for any harm or damage arising out of or in connection with a Beta Service.

(b) Licensee Responsibilities; Authorized User Credentials.

(i) Subject to the terms and conditions of this Agreement, Licensee may provide (or Licensor will provide at Licensee's direction if the Services do not allow Licensee to do so itself) its employees, affiliates, or contractors, acting on its behalf, with credentials to access and use the Services (each, an "Authorized User"). At all times, Licensee shall be responsible and liable for all acts or omissions of its Authorized Users, its affiliates, and its and its affiliates' employees, contractors, and agents, in connection with this Agreement, as if Licensee had been the performing party.

(ii) Each Authorized User credential is limited to use by the single, originally named individual and cannot be shared with other individuals. In the event Licensee desires to transfer a certain Authorized User credential to a different individual, it shall provide written request to Licensor. Without limiting any other rights it may have under this Agreement, Licensor may immediately suspend or revoke any Authorized User credentials if, in its sole reasonable discretion, it is being shared or being used by anyone other than an Authorized User.

(iii) No more than once per year, Licensor may reasonably request Licensee to certify that it is in conformance with the terms and conditions of this Agreement, including but not limited to, the number of users that are using the Services. Licensee will use commercially reasonable efforts to provide such certification to Licensor within thirty (30) days of its receipt of any such request.

(iv) Licensee shall use and maintain appropriate legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Services and to protect the Services from unauthorized access, disclosure, duplication, use, modification, or loss.

(v) Licensee is responsible for any network or Internet connectivity required to access the Services over the Internet. Licensee consents to the processing and storage of Licensee Data (as defined below) and provision of the Services through the use of third parties (e.g., AWS, Hetzner), provided that, subject to the terms of this Agreement, Licensor shall be responsible for the acts or omissions of such third parties as if it had been the performing party.

(vi) Licensee agrees to comply with all laws and regulations applicable to it in connection with this Agreement including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and any applicable anti-bribery laws and laws governing transactions with government and public entities.

3. **KYT Service and Chainalysis Business Data Subscription.** The additional terms in this Section 3 shall apply to the KYT Service and/or Chainalysis Business Data Subscription to the extent they are provided to Licensee.

(a) **Implementation.** Licensee shall complete configuration and implementation of the KYT Service, which includes account setup and provisioning and KYT API integration within 45 days of the Order Start Date for the KYT Service and Licensee's primary contact on the applicable Order shall be Licensee's project lead for such implementation. Licensee shall be deemed to be implemented when the following two application programming interface calls have been integrated:

- (i) "POST /users/{userId}/transfers/received"; and
- (ii) "POST /users/{userId}/transfers/sent".

Without limiting any of Licensor's rights hereunder, at Licensor's sole option, if such implementation is not completed within 45 days of the Order Start Date for the KYT Service, Licensor may decline to provide Licensee with documents evidencing its use of the KYT Service.

(b) Licensee is required to enter into the KYT API all information required for verification and other services to be performed by the KYT Service. Licensee will provide current and accurate information as requested by Licensor via the Services and will promptly update any such information determined to be incorrect. Licensee expressly acknowledges that the information required for the Services to function does not, by itself, allow for the identification of any individual, and Licensee represents and warrants that it will not, unless explicitly agreed to in writing by Licensor, provide Licensor with any information that, alone or in combination with other information provided to Licensor, can be used to identify an individual person.

4. INTENTIONALLY OMITTED.

5. TERM AND TERMINATION.

(a) **Termination.** Either party may terminate this Agreement for a material breach of this Agreement by the other party that is not cured within 30 days following written notice thereof. In addition, Licensor may pre-emptively terminate this Agreement or any Order if its legal counsel has reasonably determined that Licensor's continued performance hereunder will or is likely to violate applicable laws or regulations, including but not limited to economic and trade sanctions. In the event Licensor terminates this Agreement or any Order pursuant to the prior sentence, it will give Licensee as much notice as practicable and will, to the extent permitted by law, refund Licensee the portion of any prepaid Fees attributable to the terminated portion of this Agreement.

(b) **Effect of Termination.** If this Agreement or any Order is terminated, this Agreement or the applicable Order(s) will terminate as of the effective date of termination and Licensee shall immediately cease using and delete, destroy or return all copies of the relevant Chainalysis Data and certify such deletion or destruction in writing to Licensor. If Licensee terminates without cause, or Licensor terminates with cause, Licensee shall not be entitled to a refund and Licensor may declare to be due and payable immediately, any Fees that would otherwise become due and payable during the remainder of the term for the applicable Order(s) (in the absence of the termination). If Licensee terminates with cause, Licensor will refund the portion of any prepaid fees covering the remainder of the term of all terminated Orders after the effective date of termination. In no event will any termination relieve Licensee of its obligation to pay any Fees that have accrued, or for Services that have been provided, prior to the effective date of termination. Any rights, obligation, or required performance of the parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration, including but not limited to, Sections 4 (to the extent Fees remain unpaid), 5(c), 6, 7, 9, 10, and 11.

6. INTELLECTUAL PROPERTY AND PERSONAL DATA.

(a) **Services.** Except for the license granted pursuant to Section 1(b), the original provider of the Services, retains all right, title and interest in and to the Services, including all related intellectual property rights.

(b) **Licensee Data.** Notwithstanding anything to the contrary in this Agreement, Licensee grants Chainalysis a non-exclusive, worldwide, royalty-free license to use any information made available through the Services or otherwise provided to Licensor or Chainalysis in connection with this Agreement by Licensee or Authorized Users or any third parties acting on Licensee's behalf (collectively, "**Licensee Data**") to provide, improve, enhance, develop and offer services or products. Licensee represents and warrants that: (i) it owns or has the right to make Licensee Data available to Chainalysis; (ii) the posting and use of Licensee Data on or through the Services will not (A) violate the intellectual property, privacy, publicity, or other rights of any person or entity, or (B) breach any contract between Licensee and a third party; (iii) the Licensee Data is accurate; and (iv) except to the extent inextricable from the Licensee Data based on the nature of the blockchain technology, Licensee Data will not include information that, alone or in combination with other information provided to Licensor or Chainalysis, can be used to identify (whether directly or indirectly) an individual person ("**Personal Data**").

(c) **Performance Data.** Chainalysis owns all metadata in connection with installation, registration, use, and performance of the Services, including response times, load averages, usage statistics, and activity logs (collectively, "**Performance Data**").

(d) **Feedback.** Notwithstanding anything to the contrary in this Agreement, Licensee hereby grants Chainalysis a non-exclusive, worldwide, royalty-free license to use any ideas, suggestions, messages, comments, input, recommendations, or enhancement requests provided by Licensee, its Authorized Users, its employees or agents ("**Feedback**") in connection with the Services to Licensor or Chainalysis for any lawful purpose. Licensee acknowledges that it provides Feedback voluntarily, and Chainalysis has no obligation to use any Feedback.

(e) **Personal Data.** As it relates to the Reactor service (including any variation or enhanced version thereof), any data API (excluding the KYT API), Chainalysis Data Subscription, or as set forth in an Order, the parties agree that for the purposes of applicable European data protection laws (including the General Data Protection Regulation (EU) 2016/679 of April, 27 2016 ("**GDPR**") and any national implementing legislation to the extent applicable) Licensee and Chainalysis are acting as separate (and not joint) data controllers in respect of any Personal Data either party may process in connection with the Services. Licensee shall comply with all relevant privacy laws applicable to its Personal Data processing activities. In the event Licensee (i) receives a data subject request exercised under the GDPR; and/or (ii) suffers a data breach (as defined in the GDPR) relating to Personal Data it has received from Licensor pursuant to the Services, Licensee shall notify Licensor promptly upon receipt of such data subject request or upon becoming aware of such data breach.

(f) **Marks.** "Chainalysis", "Chainalysis Reactor", "Chainalysis KYT", "Kryptos", and Chainalysis other product and Services names, marks, and logos used or displayed on the Services are registered or unregistered trademarks of Chainalysis (collectively, "**Marks**"), and Licensee may only use such Marks to identify itself as a Licensor customer, provided Licensee may not attempt to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Chainalysis, its Services or products. All use of the Marks will inure to Licensor's benefit.

7. CONFIDENTIALITY.

(a) **Definition.** "**Confidential Information**" means any non-public material or information, received prior to, or following, the Effective Date, in any form or medium (whether oral, written, electronic or other), including pricing information, technology, business methods, finances, trade secrets, or other proprietary information that is marked as confidential or that a reasonable person would recognize as confidential from its nature or the circumstances of its disclosure, including the existence of the Services (except to the extent the existence of the Services falls within one of the exceptions set forth in subsection (e)). In addition, Chainalysis' Confidential Information includes, but is not limited to, any aspect of the Services and any data derived therefrom (including but not limited to, Chainalysis Data, Screenshots, exposure, counterparty and other attribution or clustering information, transaction details (such list, collectively, the "**Proprietary Data**"), training materials, the access codes, API keys, technical specifications, connectivity standards or protocols, or other relevant procedures used by Licensee to connect to the Services).

(b) **Ownership.** In connection with the performance of this Agreement, each party (the "**Receiving Party**") may have access to certain of the other party's (the "**Disclosing Party**") Confidential Information or that of third parties that the Disclosing Party is required to maintain as confidential. No ownership in or rights to Confidential Information is transferred as a result of such access.

(c) **Obligations.** The Receiving Party will: (i) only use Confidential Information as necessary or permitted under this Agreement; (ii) only provide access to Confidential Information on an "as-needed" basis to its personnel, agents, attorneys, investors, bankers, accountants, contractors, professional advisors and/or consultants ("**Representatives**") who are bound by obligations materially similar to this Section 7; and (iii) maintain Confidential Information using methods at least as protective as it uses to protect its own information of a similar nature, but in no event using less than a reasonable degree of care. At the option of the Disclosing Party, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information upon termination or expiration of this Agreement. If the Disclosing Party requires the destruction of its Confidential Information pursuant to this Section 7(c), upon request the Receiving Party will certify in writing that it has done so. Nothing herein will require the destruction or purging of Confidential Information maintained on routine computer backup systems solely for archival purposes, provided such Confidential Information is not readily accessible and further provided that, notwithstanding any expiration or termination of this Agreement (or any provision hereunder), for so long as any Confidential Information is retained, it shall remain subject to this Section 7.

(d) The obligations in Section 7(c) will apply during and for two (2) years after the Term, except in the case of Confidential Information that is a trade secret, in which case the obligations will remain in effect for so long as the information is a trade secret.

(e) **Exceptions.** Confidential Information does not include, and Section 7(c) does not apply to information that is: (i) publicly available when disclosed or becomes publicly available without fault of the Receiving Party; (ii) rightfully communicated to the Receiving Party by a third party not bound to keep such information confidential, whether prior to or following disclosure; (iii) independently developed by Receiving Party without reference to or reliance on Confidential Information; or (iv) approved for disclosure by the Disclosing Party; provided, however, the foregoing exceptions shall not apply to Proprietary Data, which Licensee shall keep confidential at all times. In addition, the Receiving Party may disclose Confidential Information to the limited extent required to comply with a subpoena, civil investigative order, the order of a court or other governmental body, or with applicable law, provided that, to the extent permitted by law, the Receiving Party first gives written notice to the Disclosing Party and reasonably cooperates with any Disclosing Party's efforts to obtain a protective order (at the Disclosing Party's request and expense). Subject to the terms of this Agreement, in the event Licensee reasonably determines that the disclosure of Confidential Information is material and necessary to the disposition of a legal, regulatory, arbitration or administrative proceeding, to which it is a party (each, a "Court Disclosure"), Licensee may disclose the relevant portions of such Confidential Information in a Court Disclosure, provided that prior to disclosure Licensee shall: (i) provide written notice to Licensor with sufficient time for Licensor to review the intended Court Disclosure and if deemed necessary in Licensor's sole discretion, assist Licensee with respect to same; and (ii) obtain prior written consent from Licensor. For the avoidance of doubt, Licensor is under no obligation to review or assist in connection with any Court Disclosure.

8. WARRANTIES AND DISCLAIMER.

(a) **Mutual Representations and Warranties.** Each party represents and warrants that it has the right to enter into and perform its obligations under this Agreement, and that such performance does not and will not conflict with any other agreement of such party or any judgment, order, or decree by which it is bound. Each party will comply with all laws applicable to its performance under this Agreement.

(b) **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6(b) AND SECTION 8(a), NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT SERVICES (AND INFORMATION PROVIDED THEREFROM) WILL BE ERROR-FREE, OR MEET LICENSEE'S REQUIREMENTS. WITHOUT LIMITING THIS SECTION, LICENSOR MAKES THE SERVICES AVAILABLE ON AN "AS IS" BASIS. LICENSEE AGREES THAT THERE IS NO OBLIGATION ON THE PART OF LICENSOR TO PROVIDE ANY INFORMATION TO LICENSEE OR TO ANY THIRD PARTY IN EXCESS OF WHAT IS AVAILABLE TO LICENSEE THROUGH THE SERVICES. INFORMATION PROVIDED BY THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INVESTMENT ADVICE.

9. INDEMNIFICATION; RELEASE

(a) **Licensee Indemnification.** Licensee shall indemnify and hold harmless Licensor, Licensor's licensors or providers and each of its officers, directors and employees against any unaffiliated third-party claims for loss, cost, damage, expense or liability (including payment of reasonable attorneys' fees and court costs) to the extent arising from, or in connection with, Licensee's (i) use of the Services in violation of law or this Agreement; or (ii) breach of Section 6(b).

(b) **Procedures.** The obligations in this Section 9 are contingent on the indemnified party: (i) promptly notifying the indemnifying party of any indemnifiable claim; (ii) granting the indemnifying party sole control over the defense and/or settlement of the claim (provided that a settlement may not impose costs or liability on the indemnified party without its consent); and (iii) providing reasonable assistance to the indemnifying party at the indemnifying party's expense.

10. LIMITATION OF LIABILITY.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT TO THE EXTENT ARISING OUT OF LIABILITY FROM EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, LICENSEE'S PAYMENT OBLIGATIONS, OR IN CONNECTION WITH LICENSEE'S UNAUTHORIZED USE OR DISCLOSURE OF THE SERVICES OR LICENSOR'S INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR (1) CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR LOST PROFITS, OR LOSS OF DATA, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED, ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (2) DAMAGES EXCEEDING, IN THE AGGREGATE, THE TOTAL AMOUNT TO BE RECEIVED BY LICENSOR IN CONNECTION WITH THE

APPLICABLE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. THIS LIMITATION IS CUMULATIVE AND THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIABILITY LIMITATION.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR PROVIDES A REPORTING AND INFORMATION SERVICES ONLY, AND HAS NO RESPONSIBILITY OR LIABILITY FOR THE TRANSACTIONS ANALYZED BY THE SERVICES OR FOR ANY DECISION MADE OR ACTS OR OMISSIONS IN RELIANCE ON THE SERVICES, AND THAT IN NO EVENT WILL LICENSOR BE RESPONSIBLE IN CONNECTION WITH ANY ACTUAL OR POTENTIAL LEGAL OR REGULATORY VIOLATIONS UNCOVERED IN CONNECTION WITH LICENSEE'S USE OF THE SERVICES.

11. GENERAL TERMS.

(a) **Relationship Between the Parties.** The parties are independent contractors. Nothing in this Agreement will be construed as creating a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party will have the authority or power to bind the other party or represent that it has such right.

(b) **Assignment.** Neither party may assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the other party's written consent not to be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety (including all Orders), without the other party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets and the assigning party shall provide notice to the other party of such assignment as soon as is practicable under the circumstances. Notwithstanding the foregoing, if Licensee is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a Chainalysis Competitor or an affiliate thereof, then Licensor may terminate this Agreement upon written notice and Licensor will refund Licensee any prepaid fees covering the remainder of the term of all Orders for the period after the effective date of such termination. Subject to this section, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

(c) **Federal Government End Use Terms.** If Licensee is a U.S. federal government department or agency or otherwise becomes subject to the Federal Acquisition Regulations (FAR), Licensee acknowledges that its technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement and that the Services are 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 Licensee needs rights not granted under these terms, it must negotiate with Licensor to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

(d) **Compliance with Law.** Licensee acknowledges that the Services and all related technical information, documents and materials, including the Documentation, may, either now or through subsequent developments, be subject to export controls under the U.S. Export Administration Regulations and/or economic sanctions restrictions under the U.S. Treasury's Office of Foreign Assets Control regulations that could require a license for delivery to certain entities. Licensee will (a) comply strictly with all legal requirements established under these controls, (b) cooperate fully with Licensor in any official or unofficial audit or inspection that relates to these controls and (c) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to any country or national thereof that is embargoed by Executive Order or other applicable law, rule or regulation, unless Licensee has obtained the prior written authorization of Licensor and the applicable governmental agency.

(e) **Miscellaneous.** Titles and headings used in this Agreement are intended solely for convenience of reference and do not affect its meaning. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will be unaffected. Except as expressly set forth herein, nothing in this Agreement grants any rights to any entity other than the parties to this Agreement. There are no third-party beneficiaries under this Agreement.

(f) **Non-Party to the Agreement; Third-Party Beneficiary.** Licensee agrees that it shall not bring any claim, dispute, or action arising out of, or in connection with, the Agreement and/or the Services against any third-party that is not a party to the Agreement, including, Chainalysis Inc. ("Chainalysis"), its subsidiaries, and/or affiliates (collectively, the "Chainalysis Group"). Without limiting the foregoing, Licensee agrees that the Chainalysis Group is a third-party beneficiary hereunder and shall have the benefit of Licensor's rights and protections under the Agreement and may enforce any terms of the Agreement directly against Licensee. There are no other third-party beneficiaries under this Agreement. Nothing herein is intended to confer any right or benefit to any third party under the U.K. Contracts (Rights of Third Parties) Act 1999.

EXHIBIT B

EXHIBIT B

CELLEBRITE PREMIUM UNLIMITED PACKAGE **GENERAL TERMS AND CONDITIONS**

1. Definitions

1.1. In these Cellebrite Premium Unlimited Package General Terms and Conditions (the “**GTC**”):

1.1.1. “**Action**” shall mean each one specific forensic capability which includes, but is not limited to, successfully revealing the passcode of certain supported mobile devices (as shall be updated from time to time at Cellebrite’s sole discretion) and/or extraction of data from that certain supported mobile device while using Cellebrite Premium;

1.1.2. “**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;

1.1.3. “**Agreement**” shall mean the Cellebrite Premium Unlimited Package Agreement to which these GTC apply together with these GTC or, in the absence of such agreement, a Quote together with these GTC;

1.1.4. “**CAS Services**” shall mean the usage of Cellebrite’s best efforts to reveal the user lock passcode and/or extraction of data stored on a Device;

1.1.5. “**Cellebrite**” shall mean Cellebrite DI Ltd. or its Affiliates;

1.1.6. “**Completion Notice**” shall mean the notice provided by Cellebrite to the Licensee confirming either satisfaction or failure (as applicable) to achieve a Successful Completion with respect to one (1) Device;

1.1.7. “**Device**” shall mean a supported electronic device, including mobile phones or tablets, computer systems, programs, applications, servers, telecommunications or electronic communications systems;

1.1.8. “**Instance of Service**” shall mean the performance of CAS Services on one (1) Device provided by the Licensee;

1.1.9. “**Licensee**” shall mean the contracting party which engaged with Cellebrite under the Agreement;

1.1.10. “**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;

1.1.11. **“Product”** shall mean the Cellebrite Premium product and Cellebrite’s proprietary Software embedded therein as identified in the Agreement and to be supplied under the Agreement between Cellebrite and Licensee;

1.1.12. **“Quote”** shall mean a Quote attached to the Agreement;

1.1.13. **“Quoted Price”** shall mean all prices set forth in the Quote;

1.1.14. **“Restricted Territories”** shall mean any of those jurisdictions or territories that are (i) the subject or target of sanctions or terrorist-supporting territory, including, without limitation, Iran, Syria, Lebanon, Palestinian territories, North Korea, Sudan and the Crimea region, or (ii) a regulated territory in which Licensee does not have the licences, permits, authorisations 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;

1.1.15. **“Successful Completion”** shall mean the achievement of successful decoding of the passcode of each Device provided by the Licensee.

1.2. In these GTC, unless the context otherwise requires: (i) words expressed in the singular number 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) reference 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 authorized or required by law to close.

2. Product License

2.1. Notwithstanding anything to the contrary agreed in a Quote, Cellebrite Premium is licensed to Licensee under a non-exclusive, worldwide, royalty free, non-transferrable, limited license.

2.2. Any license granted by Cellebrite to Licensee to use any Software, including such Software that is embedded in the Product shall be subject to the terms and conditions of the then current end user license agreement found at: <http://legal.cellebrite.com/End-User-License-Agreement.html> (“EULA”) and which may be attached to the Product. In the event of any conflict between these GTC and the EULA, the EULA shall take precedence over these GTC in all matters related to the Software.

- 2.3. Any and all Actions purchased during any License Term shall remain valid during the then-current License Term (as such term is defined in the EULA). Unused Actions are non-refundable and not renewable.
- 2.4. The Parties hereby acknowledge and agree that iOS Actions and Android Actions are not interchangeable. In the event that during the License Term the Licensee consummated all purchased Android Actions, the iOS Actions cannot be exchanged for additional Android Actions, and vice versa.
- 2.5. Licensee acknowledges that Cellebrite does not guarantee that each Action is successful in revealing the Devices' passcode using the Product.

3. Cellebrite Performance of Services

3.1. Device Delivery

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

3.1.2. If Cellebrite is unable to complete the CAS Services for specific Device(s) within three (3) business days due to a lack of time, Licensee may have Cellebrite transport the Device to Cellebrite's premises or to Cellebrite's designated laboratory to complete the CAS Services on the applicable Device.

3.2. Once the CAS Services are completed, Cellebrite shall provide the Licensee with a Completion Notice and ship the Device(s) back to Licensee, at Licensee's expense (in accordance with DAP Incoterms 2010). If Cellebrite provides Licensee with a Completion Notice under which Cellebrite failed to achieve a Successful Completion in respect of a specific Device, Licensee shall not have the right to have Cellebrite transport the Device to Cellebrite's premises or to Cellebrite's designated laboratory.

3.3. Instances of Services

3.3.1. Licensee's entitlement to a number of Instances of Services will be defined in the applicable Quote.

3.3.2. An Instance of Service shall be deemed complete upon the earlier of (i) Cellebrite's receipt of the specified Device; or (ii) Cellebrite's personnel arrival to the Licensee's premises for the performance of the Instance of Services.

3.3.3. If Cellebrite provides Licensee with a Completion Notice that confirms Cellebrite's failure to achieve a Successful Completion, Licensee shall have the right to reuse the applicable Instance of Service on another Device during the License Term.

4. Consideration

- 4.1. Unless otherwise agreed in writing, the Quoted Price shall be paid in full by Licensee to the account(s) indicated by Cellebrite. The Quoted Price, or any part thereof, is non-refundable. 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.
- 4.2. The Quoted Price does not include transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties now in force or hereafter enacted which all shall be paid by Licensee. Licensee shall pay all taxes, fees, or charges of any nature whatsoever imposed by any governmental authority on, or measured by the transaction between Licensee and Cellebrite, in addition to the Quoted Price or invoiced. In the event 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.
- 4.3. Licensee shall reimburse Cellebrite for all pre-approved expenses directly resulting from the performance of its obligations under these GTC. Notwithstanding anything to the contrary, the Licensee acknowledges that there are instances where expenses, by the nature of the work to which they relate, must be incurred by Cellebrite before Licensee consent can be obtained in accordance with this Section 4.3. Licensee shall reimburse Cellebrite for any and all expenses reasonably incurred by Cellebrite without Licensee consent where obtaining such consent would be impracticable.
- 4.4. Terms of Payment and Default Interest. Payment of the Quoted Price shall be made without any right of set-off or deduction. All payments are due in accordance with the payment terms set forth in the Quote; provided, however, that in the event Cellebrite has approved in writing any credit terms, Licensee shall pay the invoiced amount in strict compliance with the payment terms

specified in the Quote. An interest charge of one and one-half percent (1.5%) per month on all amounts will be attached to any payments which are not paid on time accruing on a daily basis and compounding monthly from the date such amounts were due. In the event Licensee delays shipments other than as authorized by Cellebrite, Cellebrite may invoice Licensee when Cellebrite is prepared to ship the Product.

5. Title, Delivery and Risk

- 5.1. The title of the Product (including the Software embedded therein) shall remain vested with Cellebrite at all times and shall not pass to Licensee. Licensee shall not do nor permit to be done any of the following without Cellebrite's prior written consent: (i) sell, transfer, lease, sublease, assign, or otherwise dispose of the Product or any interest therein, (ii) part with possession or control of the Product, or (iii) pledge, hypothecate, mortgage, grant a security interest in or otherwise encumber the Product.
- 5.2. 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.
- 5.3. If the CAS Services are to be 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) at Licensee's risk, cost and expense, on the delivery date agreed with Cellebrite during normal business hours to the delivery address as shall be instructed by Cellebrite. In addition, the Licensee shall perform the following:
 - 5.3.1. Licensee 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.
 - 5.3.2. After the delivery of a Completion Notice to Licensee with respect to each Device provided to Cellebrite, Licensee shall provide Cellebrite a written request to ship the Devices under the Completion Notice back to Licensee. According and subject to Cellebrite's receipt of such notice from Licensee Cellebrite will ship such Devices Ex Works (in accordance with Incoterms 2010) to the Delivery Address, at Licensee's expense.
 - 5.3.3. Licensee 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.

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

5.3.5. Licensee 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.

6. Term and Termination

6.1. These GTC shall be effective as of the Effective Date and shall remain in effect until the later of: (i) expiry of the License Term any Product under the Quote (ii) thirty-six (36) months as of the Effective Date or; (iii) until terminated by either Party as provided in Section 6.2 hereunder (the "Term").

6.2. Cellebrite may terminate the Agreement for any reason at any time by furnishing the Licensee with a notice of termination thirty (30) days prior to such notice of termination having effect.

6.3. Notwithstanding anything to the contrary, 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.

6.4. Cellebrite may terminate the Agreement and any and all obligation thereunder 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.

6.5. 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.

6.6. In the event of termination and/or expiration of the Agreement, all Instances of Services shall be considered completed and the Licensee shall not be entitled to any refund and/or any other rights deriving from any Instances of Services.

7. Warranty

7.1. The Products shall be subject to the terms of warranty set forth in **Appendix I** to these GTC (Warranty).

8. Representations and Warranties

- 8.1. Each Party warrants, represents and undertakes that: (i) 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;(ii) there are 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.
- 8.2. Licensee warrants, represents and undertakes that: (i) Licensee is in full compliance with the Prerequisites under the Agreement; (ii) 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 use of the Product by Licensee or performance of an Instance of Services ("**Permissions**"); (iii) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate actions;(iv) 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; (v) 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; (vi) it shall use reasonable endeavours to provide such information and assistance which is reasonably required to fulfil Cellebrite's obligations under the Agreement; (vii) 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 or the Instances of Service and that the use of the Product or any Instance of Service, including any instructions given to Cellebrite in connection with the same, is made in compliance with all data protection and criminal laws and other applicable laws; and (viii) 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.
- 8.3. Where necessary for, or incidental to, any servicing by Cellebrite of the Product or Cellebrite's performance of any Instance of Service, Licensee authorises Cellebrite to:

- 8.3.1. access all Devices and all programmes, data and media contained on them;
 - 8.3.2. obtain and retain personal data on the Devices and programmes, data and media contained on them;
 - 8.3.3. access and intercept communications on the devices and programmes, data and media contained on them; and
 - 8.3.4. 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.
- 8.4. Licensee acknowledges that any Instance of Services performed by Cellebrite is made on a premise of 'best effort' and that Cellebrite does not guarantee that any Instance of Service will be successful in revealing a Device's passcode.
- 8.5. 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:
- 8.5.1. Licensee's IT Policy;
 - 8.5.2. Licensee's Acceptable Use Policy;
 - 8.5.3. Licensee's "Bring Your Own Device" Policy; and
 - 8.5.4. evidence that Licensee has obtained all Permissions required to permit Cellebrite to perform its service obligations under the Agreement.
- 8.6. Licensee shall:
- 8.6.1. implement appropriate measures and policies to mitigate the risks of Licensee's employees, agents, subcontractors or consultants reporting any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority; and

8.6.2. immediately notify Cellebrite if, Licensee becomes aware that any of Licensee's employees, agents, subcontractors or consultants have reported any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority.

8.7. Licensee acknowledges that:

8.7.1. Unless otherwise instructed, Cellebrite retains the data extracted from a Device upon completion of an Instance of Service for a period of three (3) months to support Licensee.

8.7.2. The provision of any Instance of Services by Cellebrite is done in good faith and no act or omission of Cellebrite in performing an Instance of Services in accordance with Licensee's instructions shall be deemed to exceed Licensee's instructions or constitute a breach of contract, civil wrong or criminal offence.

9. Intellectual Property

9.1. Any and all intellectual property rights relating to the Product and/or to the Software embedded therein, including without limitation, all patents, trademarks, algorithms, binary codes, business methods, computer programs, copyrights, databases, know-how, logos, concepts, techniques, processes, methods, models, commercial secrets and any other intellectual property rights, including any new developments or derivative works of such intellectual property, whether registered or not, are and shall remain the sole and exclusive property of Cellebrite.

9.2. If and to the extent that Cellebrite engages in any servicing of the Product and the provision of the CAS Services to the Licensee which shall involve the processing personal data, the Parties shall adhere to **Appendix II**.

10. Confidentiality

10.1. Each Party agrees (i) subject to disclosure required by law, regulation or the requirement of a competent authority, to keep the other Party's Confidential Information in strict confidence, with such at least the same level of care as it uses for its own confidential information, but at least reasonable care; (ii) not to disclose the other Party's Confidential Information, in whole or in part, to any Person or entity, unless requested to do so by the other Party, and (iii) keep in a safe place, and safeguard all Confidential Information exposed to or materials received from the other Party, and return them immediately upon its first demand, and delete or erase any Confidential Information which could

not be returned (including any software backups) immediately following first demand, and provide the other Party with a written evidence of such action.

- 10.2. 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.
- 10.3. Pursuant to 18 U.S.C. §1833(b), Licensee 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 Licensee's reporting a suspected violation of law, Licensee may only disclose Cellebrite's Trade Secrets to Licensee's legal counsel and may only use the Trade Secret information, if Licensee (i) files documents containing Trade Secrets under seal; and (ii) Licensee does not otherwise disclose Company Trade Secrets, except pursuant to a court order.

For the purpose of these GTC, "**Confidential Information**" shall mean any technical, business or other information related to such Party's actual or planned business, including but not limited to, know-how, inventions, data, drawings, designs, diagrams, software programs and their sources, processes, methods, formulae, prototypes and models, all whether or not marked as confidential and whether or not covered by patents, patent applications, copyrights or other proprietary rights protection, and Trade Secrets (as defined below), agreements, documents, names of potential suppliers or customers, proposed business deals, reports, plans, market studies, surveys and projections, and any other information which is confidential or proprietary in nature.

"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. Limitation of Liability

11.1. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY:

11.1.1. FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE;

11.1.2. FOR ANY LOSS CAUSED BY FRAUD, DISHONESTY, OR DECEIT (INCLUDING FRAUDULENT PRE-CONTRACTUAL MISREPRESENTATIONS MADE BY ONE PARTY TO THE OTHER);

11.1.3. THAT MAY NOT OTHERWISE BE LIMITED OR EXCLUDED BY LAW.

11.2. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR THE LOSS OF PROFITS, SAVINGS OR REVENUES OF ANY KIND OR LOSS OR CORRUPTION OF, ANY RECORDS, PROGRAMS OR OTHER DATA. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.

11.3. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO THE CAS SERVICES AND/OR TO THE USE OF THE PRODUCTS OR SOFTWARE BY ANYONE OTHER THAN LICENSEE. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO THE LICENSEE, ANY USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, OR ANY LOSS OF REVENUE, LOST PROFIT OR LOST OPPORTUNITY, UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE

CASE SERVICES AND/OR THE USE OF ANY SOFTWARE IN CONNECTION WITH ANY PRODUCT OR MOBILE DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT, APPROVAL, WARRANT OR COURT ORDER.

11.4. SUBJECT TO SECTIONS 11.1, 11.2, 11.3 AND 11.5 OF THESE GTC, CELLEBRITE'S ENTIRE LIABILITY TO LICENSEE FOR ANY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY LICENSEE TO CELLEBRITE DURING THE TWELVE (12) MONTH PERIOD THAT IMMEDIATELY PRECEDED THE EVENT THAT GAVE RISE TO THE APPLICABLE CLAIM.

11.5. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION 11 SHALL NOT APPLY TO (I) LICENSEE'S PAYMENT OBLIGATIONS TO CELLEBRITE HEREUNDER; (II) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS; (III) LICENSEE'S VIOLATION OF CELLEBRITE'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) LICENSEE'S INDEMNITY OBLIGATIONS.

12. Licensee Indemnity

12.1. Licensee will, at its own expense: (i) indemnify and hold Cellebrite and its affiliates, officers and directors harmless from any claim (whether brought by a third party or an employee, consultant or agent of Licensee's) arising from any use of the Product or Software in a manner other than as authorized under these GTC, the applicable Quote, the Prerequisites under the Agreement or under any law or arising from any steps taken by Cellebrite to provide an Instance of Services (or any deliverables) pursuant to an instruction from Licensee; (ii) reimburse on demand Cellebrite for any expenses, costs and liabilities (including reasonable attorney fees) incurred relating to such claim; and (iii) pay on demand all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

13. Responsibility

13.1. 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.

- 13.2. 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.
- 13.3. 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.
- 13.4. Cellebrite may modify the list of Restricted Territories in its sole discretion. Cellebrite will notify Licensee of any such modifications.
- 13.5. 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.

14. Compliance

- 14.1. Licensee is obligated to comply with the law applicable in connection with the business relationship with Cellebrite.
- 14.2. 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).

- 14.3. 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.
- 14.4. Upon Cellebrite's request, Licensee will confirm in writing that it complies with this Section 14 and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Licensee is not complying with this Section 14 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 14. Any such inspection can be executed by Cellebrite or its third party representative.
- 14.5. 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.

14.6. Cellebrite may immediately terminate this Agreement and any applicable Purchase Orders if Licensee violates its obligations under this Section. Nothing contained in this Section 14 shall limit any additional rights or remedies available to Cellebrite.

14.7. 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 14 by Licensee.

14.8. Licensee will pass on the provision of this Section 14 to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section 14.

15. Data Protection

15.1. 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.

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

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

15.4. Licensee shall ensure that:

15.4.1. Licensee 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 Licensee's behalf; and

15.4.2. 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.

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

15.6. 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.

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

15.8. In the event of any loss or damage to any data provided to Cellebrite in connection with this Agreement, Licensee'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).

15.9. Cellebrite shall, in providing the CAS Services, comply with its internal privacy and security policies relating to the privacy and security of the data provided by Licensee in connection with this Agreement, as such documents may be amended from time to time by Cellebrite in its sole discretion.

15.10. The Parties shall abide by and adhere to the Data Processing Addendum attached as Appendix II.

16. Force Majeure

16.1. 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).

16.2. A Party seeking the protection of Section 16.1 shall provide written notice to the other Party within five (5) days of the beginning of the Force Majeure event.

17. Commercial Software

17.1. The Product, Software, CAS Services, and Documentation were developed exclusively at private expense and qualify as "commercial items" consisting of "commercial computer software" and "computer software documentation", respectively, as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Software by the U.S.

Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 or DFARS 227.7202-4, as applicable.

18. Miscellaneous

18.1. Non-Assignment. Neither Party may assign its rights and obligations hereunder without the prior written consent of the other Party, except that either Party may assign its obligations under these GTC and the Agreement to any of its affiliates of such Party or to an acquirer (by purchase, merger or otherwise) of all or substantially all of such Party's business or assets relating to these GTC and the applicable Licensee Agreement, provided that (i) the assignee agrees in writing to be bound by terms of these GTC and the applicable Quote, (ii) neither the assignor nor assignee are in default hereunder. Any other purported assignment shall be null and void. Notwithstanding the foregoing, Cellebrite may subcontract the performance of any of its obligations under the Agreement without the prior written consent of Licensee.

18.2. No Waiver. No course of dealing or failure of either Party to strictly enforce any term, right or condition of these GTC or the terms of the applicable Quote shall be construed as a waiver of such term, right or condition.

- i. Governing Law. The construction, validity and performance of these GTC, the Agreement and the applicable Quote, and any non-contractual obligations arising from or connected with the same, 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 which issued the Quote, without giving effect to any choice of law rules or principles. Notwithstanding anything to the contrary, in the event that of sales made in the United States of America to a Licensee that is not a Federal Government of the United States of America (or an agency thereof), the construction, validity and performance of these GTC, the Agreement and the applicable Quote, and any non-contractual obligations arising from or connected with the same, 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 of sales made in the United States of America to a Licensee that is a Federal Government of the United States of America (or an agency thereof), the construction, validity and performance of these GTC, the Agreement and the applicable Quote, and any non-contractual obligations arising from or connected with the same, and any disputes or claims arising hereunder are governed by Federal Government contracting Law, without giving effect to any choice of Law rules that would

result in the application of any Law of any other jurisdiction. Notwithstanding anything to the contrary, in the event that the selling entity is Cellebrite GmbH, the construction, validity and performance of these GTC, the Agreement and the applicable Quote, and any non-contractual obligations arising from or connected with the same, and any disputes or claims arising hereunder are 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.

18.3. In any event, the United Nations Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The competent courts in New York shall have the exclusive jurisdiction in any dispute arising from these GTC or the applicable quote or the Agreement, including disputes relating to non-contractual obligations. The Parties agree not to bring any claim regarding such a dispute in any other court, and to waive unconditionally any objection to the laying of venue in such forum, including any claim of inconvenient forum.

18.4. Publicity. Licensee entitles Cellebrite to list Licensee as one of Cellebrite's customers. For the avoidance of doubt, the terms of these GTC and the terms of the applicable Quote shall be considered as Cellebrite's Confidential Information. Licensee shall not communicate in any form with the media or make any disclosure, publication, press release or any other announcements on any matter concerning these GTC and/or Cellebrite and/or the Product and/or the Software without the prior written consent of Cellebrite.

18.5. Headings. The headings used in these GTC and the Quote are for reference purposes only and shall not be deemed to in any way affect the interpretation of any term or provision hereof. Licensee shall not communicate in any form with the media or make any disclosure, publication, press release or any other announcements on any matter concerning these GTC and/or Cellebrite and/or the Product and/or the Software without the prior written consent of Cellebrite.

- 18.6. 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.
- 18.7. Termination. Either Party hereto may terminate the 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 undertaken hereinabove and hereunder, *mutatis mutandis*, shall survive the expiration or termination of the Agreement. The Parties acknowledge and agree that termination of this Agreement will not entitle Licensee to any deduction of the Quoted Price or any refund of any prepaid fees, including any part of the Quoted Price. 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.
- 18.8. Third Party Rights. A person who is not a party to the Agreement, these GTC and the Quotes shall not acquire any rights under them or be entitled to benefit from any of their terms.
- 18.9. 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 such together shall constitute one and the same instrument.
- 18.10. 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 ventures, principals, representatives, agents or employees of the other. Neither Party shall have any right, power, or authority, express or implied, to bind the other.

Appendix I

Warranty

A. Software Warranty:

Cellebrite warrants to Licensee that for a period of sixty (60) days after the date of shipment, the Software embedded in the Product will perform substantially in conformity with its Documentation. As Licensee'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. Subject to the EULA, Software shall be provided with an initial twelve (12) months licence which may be renewed by Licensee for additional terms against payment of the applicable subscription fees to Cellebrite (the "**Software License Period**"). During the Software License Period Cellebrite shall provide Licensee with periodical Software Updates (as defined below), at Cellebrite's sole and absolute discretion.

"**Update**" means an update to the Software that is provided by Cellebrite and that may incorporate (i) corrections of any substantial defects; (ii) fixes of any minor bugs; (iii) at the sole discretion of Cellebrite, allowing additional compatibility of the Software with cellular phones provided by third parties; and/or (iv) at the sole discretion of Cellebrite, minor enhancements to the Software, as the case may be; provided, however, that Updates shall not include Software upgrades.

B. Exclusions:

Notwithstanding anything to the contrary in these GTC, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to any failure of the Software to conform with its Documentation ("**Defect**") during the Software License Period if the Defect is caused by: (a) Licensee's misuse, damage, or unauthorized modification of the Products or Software; (b) Licensee's combination of the Products or Software with other products or software, other than as authorized in writing by Cellebrite; (c) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Licensee; (d) Licensee's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (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, authorized or approved by Cellebrite for use with the Products or Software; (h) any repair services not authorized or approved by Cellebrite; (i) any design, documentation, materials, test data or diagnostics supplied by Licensee that have not been authorized or approved by Cellebrite; (j) usage of any test Products, experimental products, prototypes or Products 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 authorized by an agreement between Cellebrite and Licensee; (o) use of Products or Software incorporated into a system, other than as authorized by Cellebrite; or (p) any Products or Software that has been resold or otherwise transferred to a third party by Licensee. In addition, notwithstanding

anything to the contrary in these GTC, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to computer or other platform on which the Software is installed or otherwise embedded.

C. Warranty Limitations:

EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS EXCLUDE ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY AND/OR CONDITION THAT THE PRODUCTS WILL BE OF SATISFACTORY QUALITY OR FIT FOR A PARTICULAR PURPOSE. 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 COMMERCIALY 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.

D. Repaired or Replaced Products:

Before returning a Product for service, Cellebrite recommends that Licensee back up any data contained in such a Product.

Appendix II – Data Processing Addendum

1. Licensee commissions, authorizes and requests that Cellebrite provide Licensee the CAS Services, which involves Processing Personal Data (as these capitalized 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”)).
2. When performing the CAS Services, Cellebrite is acting as a Processor or a sub-processor on behalf of Licensee and Licensee 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).
3. With respect to those activities of Cellebrite as a Processor, Cellebrite will Process the Personal Data, only on Licensee’s behalf, for as long as Licensee 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.
4. 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 Licensee’s instructions. The Personal Data Processed may include, without limitation:
 - a. Data and meta data from end-user digital devices; End user data and meta data from cloud services
 - b. Names, titles and contact information of Licensee’s employees
5. The Data Subjects, as defined in the Data Protection Law, about whom Personal Data is Processed are data subjects with respect to which Licensee uses Cellebrite’s Products and Services and Licensee’s employees.
6. With respect to those activities of Cellebrite as a Processor, Cellebrite will Process the Personal Data only on documented instructions from Licensee, unless Cellebrite is otherwise required to do so by law to which it is subject (and in such a case, Cellebrite shall inform Licensee of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest).
7. Licensee may only use the services to process Personal Data pursuant to a recognized and applicable lawful basis under Data Protection Law. Licensee 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.
8. Cellebrite will make available to Licensee all information in its disposal directly relevant to Licensee 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 Licensee upon request.

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

10. Licensee authorizes Cellebrite to engage other sub-processors for carrying out specific processing activities of the CAS Services, provided that Cellebrite informs Licensee at least 21 days in advance of any new or substitute sub-processor, in which case Licensee shall have the right to object, on reasoned grounds, to that new or replaced sub-processor. If Licensee 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 Licensee for convenience, without liability to Licensee for such premature termination.

11. Licensee 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 recognized 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 recognized by the European Commission as pursuant to Data Protection Law (e.g. Model Clauses).

12. Cellebrite will procure that the sub-processors Process the Personal Data in a manner consistent with Cellebrite's obligations under this Appendix II 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 organizational measures in such a manner that the processing will meet the requirements of Data Protection Law.

13. In Processing Personal Data, Cellebrite will implement appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access in accordance with Article 32 of the GDPR and Cellebrite's IT Security Policy which Licensee can request a copy of from Cellebrite. 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.

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

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

16. Subject to sections 17 and 18 below, Cellebrite will delete the Personal Data it has Processed on Licensee'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 CAS Services involving the Processing of Personal Data. Upon Licensee's request, Cellebrite will furnish written confirmation that the Personal Data has been deleted pursuant to this section.

17. Subject to section 18 below, Licensee may, by written notice to Cellebrite, require Cellebrite to (a) return to Licensee any Personal Data in Cellebrite's possession or control; or (b) delete the Personal Data it has Processed on Licensee's behalf.
18. 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.
19. Cellebrite shall without undue delay notify Licensee 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. Licensee and Cellebrite will cooperate in good-faith on issuing any statements or notices regarding such breaches, to authorities and Data Subjects.
20. Cellebrite will assist Licensee 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 Licensee reimbursing Cellebrite for such costs and expenses.
21. Cellebrite will provide Licensee prompt notice of any request it receives from authorities to produce or disclose Personal Data it has Processed on Licensee's behalf, so that Licensee may contest or attempt to limit the scope of production or disclosure request.
22. All notices required or contemplated under this Appendix II to be sent by Cellebrite will be sent either by electronic mail to Licensee to the email address that Cellebrite has on file for Licensee's main contact person.

Celebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Celebrite Inc. Celebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Celebrite Inc.

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

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

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

Signature & Stamp: _____

Effective Date: _____

Name (Print): _____

Title: _____

Please sign and email to Nick Piscanzer at nick.piscanzer@celebrite.com

3.2. Prerequisites for CAS Services performed at Cellebrite's premises or to Cellebrite's designated laboratory.

3.2.1. After submitting the fully executed 'Device Data' form to Cellebrite and prior to sending any Device(s) to Cellebrite, Licensee 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 CAS Services supported devices.

3.3. Prerequisites for CAS Services performed at Licensee premises

3.3.1. After submitting the fully executed 'Device Data' form to Cellebrite, Licensee will work with Cellebrite's designated person to coordinate timeframe for arrival to perform the CAS Services.

3.3.2. Licensee shall provide written confirmation of Licensee's allocation of a designated room (the "Designated Room") to performance of the CAS Services. Until Successful Completion of the CAS Services, the access to such Designated Room should be restricted to Cellebrite's personnel only.

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

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

3.3.5. Licensee 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.

3.3.6. Licensee shall provide written confirmation approving Cellebrite's personnel to carry into Licensee'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 CAS Services.

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

Terms and conditions:

- Freight Terms: DAP
- Limited Warranty: Hardware: 12 Months; Software: 90 days. Touch Screen: 30 days
- Quote is subject to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by <http://legal.cellebrite.com/index.html>
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at <http://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by <http://legal.cellebrite.com/CAS-Advanced/index.html>
- Premium: The following terms apply only to the following products: Cellebrite Premium <http://legal.cellebrite.com/Premium/US.htm>
- Pathfinder: <http://legal.cellebrite.com/AE/Addendum.html>
- Training Services: Subject to the terms and conditions at <http://legal.cellebrite.com/Training.htm>
- SeeS: <http://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm>

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

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law, where applicable.

Quote Number: Q-245845-1

Prepared by Nick Paceris

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Annex B
Prerequisites

1. General

- 1.1. The parties acknowledge and agree that the fulfillment of the prerequisites set forth in this Annex B to the License Agreement are conditions precedent for the receipt of license to use the Products and receipt of any services from Cellebrite under the License Agreement (the "Prerequisites").

2. Product Prerequisites

- 2.1. The Licensee shall only use the Cellebrite Premium Product in a designated room that can be locked from the outside (the "Designated Room").
- 2.2. Access to the Cellebrite Premium Product shall be restricted only to such personnel of the Licensee that was/were trained and certified by Cellebrite to operate and run the Cellebrite Premium product ("Authorized Personnel"). Only such personnel of the Licensee who have signed and delivered a confidentiality undertaking in the form approved by Cellebrite shall be recognized and regarded as Authorized personnel.
- 2.3. The Licensee shall ensure that up to three (3) of his personnel that will be pre-approved by Cellebrite in writing will be trained and certified as Authorized Personnel by Cellebrite to operate and run the Cellebrite Premium product.
- 2.4. The Designated Room is not video-taped and/or monitored in any manner except for entry/exit monitoring which is allowed and encouraged.
- 2.5. The process will not be observed, by anyone other than such personnel of the Licensee that was trained and certified. Process will not be recorded, documented or otherwise narrated by anyone and for any purpose.
- 2.6. The Licensee 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, including but not limited to the Cellebrite Premium product, 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 Products.
- 2.7. The Licensee agrees to comply with the terms of the End User License Agreement set forth in <http://legal.cellebrite.com/End-User-License-Agreement.html>, as may be updated from time to time ("EULA").

3. CAS Services Prerequisites

3.1. General

- 3.1.1. Licensee acknowledges that in the event that any of the CAS Services Prerequisites are not met, achieved or maintained throughout the Term of the Agreement by Licensee, Cellebrite will not be able to provide the CAS Services to Licensee and shall be entitled to terminate the Agreement forthwith.
- 3.1.2. Licensee further acknowledges that Cellebrite's non-performance of the CAS Services which is due to a default of Licensee to meet the CAS Services Prerequisites will not be deemed as breach of the Agreement and Licensee 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.

EXHIBIT E**CELLEBRITE QUOTE # Q-245845-1, DATED APRIL 21, 2022****Cellebrite Premium Unlimited Package Agreement**

This Cellebrite Premium Unlimited Package Agreement (the "Agreement") is made and entered into effective on the date of the last signature adjacent to the signatures below (the "Effective Date"), by and between Cellebrite Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 7 Campus Dr #210, Parsippany, NJ 07054 ("Cellebrite") and [add name of the licensee], a limited liability company organized and existing under the laws of [add country], having its principal place of business at [add address] (the "Licensee"). Each of Cellebrite and the Licensee may be referred to as "Party" and together "Parties".

RECITALS

WHEREAS Cellebrite is engaged in the design, research and development of the Product as described below

WHEREAS the Licensee wishes to purchase from Cellebrite and Cellebrite wishes to sell to the Licensee a bundled solution which includes a license to use the Product and the provision of certain CAS Services, all subject to the terms and conditions specified in this Agreement;

NOW THEREFORE THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. Product	Cellebrite Premium Software together with the hardware on which it might be preinstalled on by Cellebrite.
2. Services	<p>During the License Term, the Licensee shall be entitled to receive from Cellebrite certain services under which Cellebrite shall use its best efforts to reveal the user lock passcode and extract the data from certain supported mobile devices (the "Device(s)") provided by the Customer (the "CAS Services").</p> <p>The Licensee shall be entitled to receive such number of Instances of Services as set forth in the Quote attached hereto as <u>Annex A</u>. The parties acknowledge and agree that any unused Instance of Services, whether due to non-consumption or due to failure to achieve a Successful Completion, is non-refundable and not renewable.</p> <p>The parties agree that the Licensee may be entitled to receive the abovementioned Services subject to the terms and conditions found at: https://legal.cellebrite.com/premium-unlimited-package.html (the "GTC") and the full satisfaction of the Conditions Precedent found therein.</p>
3. Term	<p>The term of a paid subscription to an instance of Software or a unit of Product and any renewal thereof (the "License Term").</p> <p>The license to use the Product, the consummation of any Actions and the consummation of the Services may only be made during the License Term.</p> <p>Please note the license to use the Product and may be terminated and the Services may be denied if the Licensee has not paid any invoice sixty (60) days after such invoice is due.</p>
4. Prerequisites	The Product is being licensed and the CAS Services shall be rendered to the Licensee subject to the full satisfaction and compliance by the Licensee of the Prerequisites set forth in <u>Annex B</u> . The Licensee acknowledges and agrees that in the event that the Licensee would

EXHIBIT E

- 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.

- 8.6. Cellerbrite 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 Cellerbrite.
- 8.7. Licensee shall indemnify Cellerbrite and Cellerbrite'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.** Cellerbrite may list Licensee as one of Cellerbrite's customers. This Agreement and any Purchase Order are considered Cellerbrite's Confidential Information. Licensee shall not make any public disclosure or announcements concerning this Agreement, any Purchase Order, Cellerbrite, the Products, and/or the Software without the prior written consent of Cellerbrite.
- 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.

“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.

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. Licensee shall also:
 - 6.5.1. implement appropriate measures and policies to mitigate the risks of the Licensee's employees, agents, subcontractors or consultants reporting any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority; and
 - 6.5.2. immediately notify Cellebrite if Licensee becomes aware that any of Licensee's employees, agents, subcontractors or consultants have reported any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority.

7. Responsibility

- 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

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

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

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 discretion.

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 discretion.

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

EXHIBIT D

CELLEBRITE 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

EXHIBIT D

b. The access to the Designated Room shall be restricted only to such personnel of the Licensee that was trained and certified by Cellebrite to operate and run the Cellebrite Premium product (“**Authorized Personnel**”). Such Authorized Personnel shall hold security clearance level that allows them to access Licensee’s materials that are classified as top-secret. Only such personnel of the Licensee who have signed and delivered a confidentiality undertaking in the form approved by Cellebrite shall be recognized and regarded as Authorized personnel.

c. The Licensee shall ensure that up to three (3) of his personnel that will be preapproved by Cellebrite in writing will be trained and certified as Authorized Personnel by Cellebrite to operate and run the Cellebrite Premium product.

d. The Designated Room is not video-taped and/or monitored in any manner except for entry/exit monitoring which is allowed and encouraged.

e. The process will not be observed, by anyone other than such personnel of the Licensee that was trained and certified. Process will not be recorded, documented or otherwise narrated by anyone and for any purpose.

f. The Licensee 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, including but not limited to the Cellebrite Premium product, 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 Products.

4. Representations and Warranties.

- a. Licensee warrants, represents, and undertakes that it is in full compliance with the Prerequisites included in Exhibit A.
- b. Licensee acknowledges that Cellebrite Premium might not successfully reveal a mobile device's passcode and that Cellebrite does not guarantee any such success.

5. License Term.

Any and all Actions purchased during any License Term shall remain valid during the then-current License Term. Unused Actions are nonrefundable and not renewable.

6. Limitation of Liability.

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

Exhibit A Prerequisites

1. General

The fulfillment of the prerequisites set forth in this Exhibit are conditions precedent for the receipt of license to use the Products and receipt of any services from Cellebrite under the Addendum (the "Prerequisites"). The Product is being licensed to the Licensee subject to Licensee's compliance with these Prerequisites. Cellebrite may immediately terminate the license to use the Product if Licensee fails to comply with any of the Prerequisites.

2. Prerequisites

- a. The Licensee shall only use the Cellebrite Premium Product in a designated room (the "Designated Room").

EXHIBIT C

CELLEBRITE PREMIUM 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”) found at: <http://legal.cellebrite.com/intl/PremiumUS.htm>.
- 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. Definitions.

As used in this Addendum, the following capitalized terms shall have the meaning set forth below:

- a. **“Action”** shall mean each one specific forensic capability which includes, but is not limited to, successfully revealing the passcode of certain supported mobile devices (as shall be updated from time to time at Cellebrite’s sole discretion) and/or extraction of data from that certain supported mobile device while using Cellebrite Premium.
- b. **“Product”** shall mean the Cellebrite Premium product and Cellebrite’s proprietary Software embedded therein as identified in the Agreement and to be supplied under the Agreement between Cellebrite and Licensee.

3. Transfer of Risk and Title.

Notwithstanding anything to the contrary contained in the Agreement, the title of the Product (including the Software embedded therein) shall remain vested with Cellebrite at all times and shall not pass to Licensee. Licensee shall not do nor permit to be done any of the following without Cellebrite's prior written consent: (i) sell, transfer, lease, sublease, assign, or otherwise dispose of the Product or any interest therein, (ii) part with possession or control of the Product, or (iii) pledge, hypothecate, mortgage, grant a security interest in or otherwise encumber the Product.

EXHIBIT C

EXHIBIT F

EXHIBIT F

BLACKBAG TECHNOLOGY SOFTWARE USER LICENSE AGREEMENTS

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, available at: <https://legal.cellebrite.com/us/index.html>, (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.

"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.

"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.

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

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

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

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

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

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

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

2. LICENSE GRANT

A. Software. Subject to the terms and conditions of this EULA, during the License Term, Cellebrite grants Buyer, and Buyer accepts, upon delivery of any Software, a non-exclusive, non-transferable, royalty free, and non-sublicensable license to the Software to (i) allow Authorized Users to use such Software, in executable form only, and any accompanying Documentation, only for Buyer’s internal use in connection with the Products, in the Territory (or any other location specifically authorized by Cellebrite in writing) and only as authorized in the Agreement, and subject to the terms hereof; ii) make a reasonable number of copies of Software, (except with respect to Embedded Software), for use only as licensed in this EULA, though in no case more than the number of Authorized Users; and (iii) make one (1) copy of Software, (except with respect to Embedded Software), for backup, archival or disaster recovery purposes.

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

occur. Regarding any other Cellebrite products or software other than Cellebrite's UFED Physical Analyzer, Buyer may not use a Remote Access Protocol unless expressly agreed to in writing by Cellebrite.

vi. **Named Users.** 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.

vii. **Concurrent Users.** If the Agreement specifies that any Software may be used by Concurrent Users, Buyer may install one instance of such Software on one (1) designated host server for concurrent and simultaneous use and/or access by the applicable number of Concurrent Users. The number of Concurrent Users accessing such Software at any time may not exceed the number of Concurrent Users specified in the Agreement. Buyer must keep a record of all Authorized Users who are Concurrent Users.

viii. **BlackBag Software Users.** Each copy of the Inspector, Digital Collector, Mobilyze, or SoftBlock Software may only be used, executed, or displayed by one (1) Authorized User and on one Licensed System at any given instance. The term "Licensed System" means a computer to which an activation key provided by BlackBag has been connected or accessed, as authorized by BlackBag in the applicable License Confirmation.

B. Cellebrite Software Provisions.

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

ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO BUYER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE SOFTWARE IN CONNECTION WITH ANY PRODUCT AND/OR MOBILE DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.

iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Buyer or Buyer to accept such Updates or Upgrades.

iv. Trial Licenses. Subject to the terms and conditions of this Agreement, Cellebrite hereby grants to Buyer, and Buyer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of Software, in executable form only, when provided by Cellebrite, and any accompanying Documentation, only for Buyer's internal use for a trial of such Software in the Territory, for a period as specified by Cellebrite at its sole discretion, subject to the restrictions in Section 2.

v. Buyer represents, warrants and covenants to Cellebrite that (a) only Users of Buyer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Products and/or Software; (b) Users of Buyer shall only use any of the Products and/or Software in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Buyer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.

C. License Prohibitions. Notwithstanding anything to the contrary, Buyer shall not, alone, through a User, an Affiliate or a Third Party (or allow a User, an Affiliate or a Third Party to): (a) modify any Software; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Software; (d) use any Software on a time sharing, service bureau,

application service provider (ASP), software as a service (SAAS), cloud services, rental or other similar basis; (e) make copies of any Software, except as provided for in the license grant above; (f) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Software; (g) distribute any copy of any Software to any Third Party, including without limitation selling any Product in a secondhand market; (h) use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite; (i) disclose any results of testing or benchmarking of any Software to any Third Party; (j) use any Update or Upgrade beyond those to which Buyer is entitled or with any Software to which Buyer does not have a valid, current license; (k) deactivate, modify or impair the functioning of any disabling code in any Software; (l) circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms; (m) use any Software in violation of any applicable Law (including but not limited to any Law with respect to human rights or the rights of individuals) or to support any illegal activity or to support any illegal activity; (n) use any Software to violate any rights of any Third Party; (o) use any Product for any training purposes, other than for training Buyer's employees, where Buyer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing; (p) combine or operate any Products or Software with other products or software, without prior written authorization of Cellebrite or its Affiliates, including without limitation any installation of any software on any Product, or; (q) attempt any of the foregoing. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

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

E. Network Usage. Buyer understands and agrees that Cellebrite may use Buyer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit

activation of Software upon exchange of license related data between Buyer's computer and the Cellebrite license server.

F. Third Party Software. Buyer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. In addition to the Agreement, Buyer shall comply with the terms and conditions applicable to any such Third Party Software, including without limitation the following terms and conditions:

i. Bing Maps – <https://www.microsoft.com/en-us/maps/product/terms-april-2011>; <http://aka.ms/BingMapsMicrosoftPrivacy>

ii. OpenStreetMap – <http://www.openstreetmap.org/copyright>

iii. Additional Third Party Licenses defined below: https://cellebrite.com/en/blackbag-agreements/#third_party

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

H. Open Source Software.

Software may use and/or be provided with third party open source software, libraries or other components ("Open Source Component"), including those detailed in the Third Party section below: https://cellebrite.com/en/blackbag-agreements/#third_party. To the extent so stipulated by the license that governs each Open Source Component ("Open Source License"), each such Open Source Component is licensed directly to Buyer from its respective licensors and not

sublicensed to Buyer by Cellebrite, and such Open Source Component is subject to its respective Open Source License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.

- i. If Buyer or another party on its behalf, modifies, replaces or substitutes any Open Source Component used in or provided with this Software, Buyer hereby fully, forever, irrevocably and unconditionally releases and discharges Cellebrite, its Affiliates and its and their employees, officers, directors, resellers, distributors and representatives (collectively, "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, covenants, liabilities, warranties, performance and maintenance and support obligations (collectively, "Released Claims"), of every kind and nature, with respect to such Software, including without limitation any such Released Claims that arise as a matter of applicable Law.
- ii. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Buyer, and such source code was not delivered to Buyer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Buyer shall contact Cellebrite at support@cellebrite.com.

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

3. OWNERSHIP

A. Title to Software. Notwithstanding anything to the contrary, Software furnished hereunder is provided to Licensee subject to and in accordance with the terms and conditions of the EULA. All title and interest of the Software and and/or any related Documentation and any derivative works thereof shall remain solely and exclusively with Cellebrite or its licensors, as applicable. Nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title or interest in any Software and/or Documentation or any derivative works thereof. Therefore, any reference to a sale of Software shall be understood as a license to Software under the terms and conditions of the Agreement. In the event of any conflict between the GTC and the EULA, the EULA shall take precedence over the GTC in all matters related to the Software.

B. Intellectual Property. All intellectual property rights relating to the Software and/or the Products, including without limitation, all patents, trademarks, algorithms, binary codes, business methods, computer programs, copyrights, databases, know-how, logos, concepts, techniques, processes, methods, models, commercial secrets and any other intellectual property rights, including any new developments or derivative works of such intellectual property, whether registered or not, are and shall remain the sole and exclusive property of Cellebrite or its licensors, as applicable. All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other software or other works of authorship or other forms of intellectual property which are made, created, developed, written, conceived of or first reduced to practice solely, jointly with Licensee or on behalf of Licensee shall be and remain with Cellebrite or its licensors, as applicable. Any suggestions, improvements or other feedback provided by Licensee to Cellebrite regarding any Products, Software or services shall be the exclusive property of Cellebrite. Licensee hereby freely assigns any intellectual property rights to Cellebrite in accordance with this Section, including any moral rights, and appoints Cellebrite as its attorney-in-fact to pursue any such intellectual property rights worldwide.

4. CONFIDENTIALITY – The parties may each disclose to the other proprietary information related to the subject of the Agreement (“Confidential Information”). Software, Documentation, Trade Secrets, and any technical information related thereto are Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked “confidential” or “proprietary” to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

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

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

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

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

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement at the disclosing party's expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure,

access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.

A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and “damages” shall be deemed to refer collectively to all injury, damage, loss or expense incurred.

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

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

ii. For 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.

C. Limitation of Liability. NOTWITHSTANDING ANYTHING to the contrary, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.

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

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

6. BUYER INDEMNITY – To the maximum extent permitted by applicable Law, Buyer shall, at its expense: (i) indemnify and hold Cellebrite and its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers harmless from and against any damages, claim, liabilities and expenses (including without limitation legal expenses) (whether brought by a Third Party or an employee, consultant or agent of Buyer's) arising out of any (a) misuse or use of any Product or Software furnished under the Agreement in a manner other than as authorized under this EULA, including without limitation using the Product or Software in a manner that violates applicable Law including without limitation a person's Fourth Amendment rights under the United States Constitution (or its equivalent in the Territory); (b) misappropriation of any personal information, (c) failure to obtain consents and approvals required by applicable Law for the use of any of the Cellebrite's Products or Software, or; (g) use of any Product or Software in breach of or to violate the terms of any other agreement with a Third Party; (ii) reimburse Cellebrite for any expenses, costs and liabilities (including without limitation legal expenses) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

7. CELLEBRITE INDEMNITY – Cellebrite will, at its expense: (i) indemnify, defend and hold Buyer and its Affiliates and its and their officers and directors harmless from any Third Party claim to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Buyer for any expenses, costs and liabilities

(including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Buyer and attributable to such claim.

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

Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item. The maximum liability of Cellebrite in relation to any claims under this Section 7 shall not exceed the amounts paid by Buyer to license the infringing Software or purchase Products including the infringing Software in the twelve (12) months immediately preceding the claim. If there are any other indemnification obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

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

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

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

8. 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.

C. 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.
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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.

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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					

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Release Date: August 11, 2020

* * *

Appendix I

CELLEBRITE'S STANDARD WARRANTY

A. Hardware Warranty:

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```
printf(“%s”,png_get_copyright(NULL));
```

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Glenn Randers-Pehrson
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aa. BulkExtractor

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dd. Golang-lru

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ee. Go-sqlite3

sqlite3 driver conforming to the built-in database/sql interface. Go-sqlite3 is available in source code form at <https://github.com/mattn/go-sqlite3>. Go-sqlite3 is made available under the MIT License, which is reproduced below:

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ff. Postgres

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PostgreSQL Database Management System
(formerly known as Postgres, then as Postgres95)

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gg. LZFSE

LZFSE is a reference C implementation of the LZFSE compressor introduced in the Compression library with OS X 10.11 and iOS 9. LZFSE is available in source code form at <https://github.com/lzfse/lzfse>.

LZFSE is a Lempel-Ziv style data compression algorithm using Finite State Entropy coding. It targets similar compression rates at higher compression and decompression speed compared to deflate using zlib.

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hh. AFF4

Version 2.0, January 2004

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EXHIBIT G

Notice of State of West Virginia
Confidentiality Policies and Information Security Accountability Requirements

1.0 INTRODUCTION

The Executive Branch has adopted privacy and information security policies to protect confidential and personally identifiable information (hereinafter all referred to as Confidential Information). This Notice sets forth the vendor's responsibilities for safeguarding this information.

2.0 DEFINITIONS

- 2.1 Breach** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.
- 2.2 Confidential Information**, shall include, but is not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account number, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, employee marital status, employee maiden name, etc.
- 2.3 Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

3.0 BACKGROUND

Agencies maintain Confidential Information, including, but not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account numbers, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, etc. Federal laws, including, but not limited to, the Health Insurance Portability and Accountability Act, the Privacy Act of 1974, Fair Credit Reporting Act and State laws require that certain information be safeguarded. In some situations, Agencies delegate, through contract provisions, functions to vendors that involve the vendor's collection, use and/or disclosure of Confidential Information. WV State government must take appropriate steps to ensure its compliance with those laws and desires to protect its citizens' and employees' privacy, and therefore, must require that its vendors also obey those laws.

Utilization of safeguards can greatly minimize potential exposure to sensitive information, and vendors are expected to adhere to industry standard best practices in the management of data collected by, or on behalf of, the State, and in the vendor's possession for a business purpose. Even when sound practices and safeguards are in use, exposures can occur as the result of a

Notice of State of West Virginia

Confidentiality Policies and Information Security Accountability Requirements

theft, loss, or compromise of data, or systems containing data. At these times, vendors must be accountable for the loss of data in their possession by ***immediately reporting*** the incident surrounding the loss, and by absorbing any cost associated with the appropriate response actions deemed by the State to be reasonable and necessary. Additional vendor funding may be needed for required activities, such as: rapid notification to affected persons, and provision of a call center to handle inquiries. Notification and call handling will use a State-specified method, format, language, and personnel staffing level.

4.0 POLICY

- 4.1** All vendors for the Executive Branch of West Virginia State government shall sign both the RFP or RFQ, as applicable, and the Purchase Order which contain the confidentiality statement, incident response accountability acknowledgement, and adopt this policy by reference.
- 4.2** Vendors must contact the Privacy Officer of the Agency with which they are contracting to obtain Agency-specific privacy policies, procedures and rules, when applicable.
- 4.3** For vendors' information, Agencies generally require at least the following minimum standards of care in the handling of their Confidential Information:
 - 4.3.1** Confidential Information shall only be used or disclosed for the purposes designated in the underlying contract and at no time shall it be disclosed or used for a personal, non-work or non-contract related reason, unless specifically authorized in writing by the Agency.
 - 4.3.2** In all circumstances, vendors shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the vendor on behalf of the Agency, or received by the vendor from the Agency, is owned by the Agency. There are no exceptions to this provision.
 - 4.3.3** In no circumstance shall a vendor use Confidential Information, or data, in any way detrimental to the Agency or to any individual whose records reside in the vendor's control. This prohibition shall not be construed to curtail a vendor's whistleblower rights under Federal and State law. If, in the process of making a good faith report under the provisions of W. Va. Code § 6C-1-1 et seq. or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (Pub. L. No. 104-191) as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the Federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA") or any other relevant whistleblower law, a vendor finds it necessary to

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disclose Confidential Information to an appropriate authority in accordance with those statutes, the disclosure will not be treated as a Breach of the Agency's security, privacy or confidentiality policies, as long as the confidential nature of the information is explicitly conveyed to the authorized recipient.

- 4.3.4** The State may periodically monitor and/or audit use of the information systems and other record-keeping systems at a vendor location or a State location in an effort to ensure compliance with this policy. In addition, the State may audit, and require strengthening of, vendor policies and/or practices as they impact security of State data within the vendor's possession.
- 4.3.5** Any collection, use or disclosure of information that is determined by the Agency to be contrary to the confidentiality statement, law or Agency policy may result in termination of the underlying contract.
- 4.3.6** The confidentiality and incident response accountability statement contained within the RFP or RFQ, as applicable, and the Purchase Order shall survive termination of the underlying contract.
- 4.4** If there is an incident that involves theft, loss, or compromise of State Confidential Information, the following reporting and/or actions must be taken by the vendor, on its own behalf, or on behalf of its subcontractor:
 - 4.4.1** If the event involves a theft, or is incidental to another crime, appropriate law enforcement officials shall be notified and a police report generated to document the circumstances of the crime, with a goal to establish whether the crime involved a motive to obtain the sensitive data. A copy of the police report will be forwarded in accordance with 4.4.2.3.
 - 4.4.2** Notification of Breach.
 - 4.4.2.1** Upon the **discovery** of Breach of security of Confidential Information, if the Confidential Information was, or is reasonably believed to have been, acquired by an unauthorized person, the vendor shall notify the individuals identified in 4.4.2.3 immediately by telephone call plus e-mail, web form or fax; or,
 - 4.4.2.2** Within 24 hours by e-mail or fax of any **suspected** Security Incident, intrusion or unauthorized use or disclosure of Confidential Information, in violation of the underlying contract and this Notice, of **potential** loss of confidential data affecting the underlying contract.
 - 4.4.2.3** Notification required by the above two sections shall be provided to:

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Confidentiality Policies and Information Security Accountability Requirements

(1) the Agency contract manager whose contact information may be found at www.state.wv.us/admin/purchase/vrc/agencyli.htm and, (2) unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov.

- 4.4.2.4** The vendor shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Within 72 hours of the discovery, if an actual Breach has occurred, the vendor shall notify the individuals identified in 4.4.2.3 of the following: (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data); (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or Confidential Information; (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any Federal or State laws requiring individual notifications of Breaches are triggered.
- 4.4.2.5** Agency will coordinate with the vendor to determine additional specific actions that will be required of the vendor for mitigation of the Breach, which may include notification to the individual or other authorities.
- 4.4.2.6** All associated costs shall be borne by the vendor. This may include, but not be limited to costs associated with notifying affected individuals.
- 4.5** The State may require that a vendor provide evidence of adequate background checks, including a nationwide record search, for individuals who are entrusted by the vendor to work with State information.
- 4.6** The State requires that any vendor taking possession of State data have comprehensive policies and practices to adequately safeguard that information, and further that the sensitivity of the information is clearly identified and documented in writing, with signed acknowledgement by the vendor that the sensitivity is understood, before it is conveyed to the vendor. Vendor policy should articulate all safeguards in place for the State information, including provisions for destruction of all data, including backup copies of the data, at the end of the vendor's legitimate need to possess the data. All State-owned media containing State information will be returned to the State when no longer legitimately needed by the vendor.
- 4.7** All vendor owned devices that contain or transport any State Confidential Information must be encrypted using the AES algorithm, and an industry

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Confidentiality Policies and Information Security Accountability Requirements

standard methodology. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.

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Quote

Quote#
Date:

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Apr 21, 2022

Billing Information
West Virginia Fusion Center
1201 GREENBRIER STREET
Charleston, West Virginia 25311
United States

Contact: Preston McNair
Phone: 3045584831

Delivery Information
West Virginia Fusion Center - 4th
Floor
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Charleston, WV 25314
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5F-00180677	May 21, 2022	Net 30	USD	Nick Piscenza

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
B-AIS-02-070	Premium Unlimited Package	1	Apr 21, 2022	Apr 20, 2026		0.00	0.00
U-AIS-02-110	Premium System	1				8,458.40	8,458.40
F-KAS-00-001	UFED Dongle Kit	1				54.58	54.58
U-AIS-02-122	Premium Unlimited iOS	1	Apr 21, 2022	Apr 20, 2026		54,555.20	54,555.20
U-AIS-02-124	Premium Unlimited Android	1	Apr 21, 2022	Apr 20, 2026		188,916.82	188,916.82

Sub Total	USD 270,090.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 270,090.00

Comments:

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Prepared by Nick Piscenza
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