



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

# State of West Virginia Contract

Order Date: 08-22-2025

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 MAP2600000001 1	Procurement Folder:	1707586
Document Name:	Data Extraction Tool - Cellebrite	Reason for Modification:	
Document Description:	Data Extraction Tool - Cellebrite		
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:	2025-08-17
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-08-16

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: Wassef Maazaoui Requestor Phone: 304-558-9093 Requestor Email: wassef.maazaoui@wv.gov  <b>2026</b> 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

CR 8-25-25

Total Order Amount:	\$141,186.58
---------------------	--------------

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION  DATE: 8/25/25 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM  DATE: 8/27/2025 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION  DATE: 8-27-25 ELECTRONIC SIGNATURE ON FILE
--	---	--

**Extended Description:**

Direct Award

The Vendor Cellebrite, Inc., agrees to enter with the WV Fusion Center to add a UFED and Inseyets subscription from Cellebrite, for a one (1) year contract with three (3) optional renewals.

Additional years will be added by change order.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43230000	1.00000	EA	141186.580000	\$141,186.58
Service From	Service To	Manufacturer		Model No	
2025-08-17	2026-08-16				

**Commodity Line Description:** UFED & Inseyets Subscription - Year 1

**Extended Description:**

**STATE OF WEST VIRGINIA**  
**ORDER OF PRECEDENT AND ADDITIONAL TERMS AGREEMENT**

**THIS ORDER OF PRECEDENT AND ADDITIONAL TERMS AGREEMENT**, by and between [ Cellebrite, INC ] ("Vendor") and the [ WV Fusion Center ] ("State") is intended to provide an order of priority for the various documents that comprise the contract resulting from the [ CSSD MAP2600000001 ] solicitation identified as [ CSSD MAP2600000001 ], (the "Contract") and to add certain required contract terms to the Contract.

The Parties 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 Addendum - First in priority.
  - b. Additional State Documents (if any) attached hereto as Exhibit A – Second Priority
  - c. Vendor Quote, and Scope of Work (if any), attached hereto as Exhibit B – Third Priority
  - d. Additional Vendor Documents Attached hereto as Exhibit C – Fourth 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,

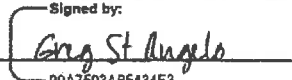
title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State 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, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>
- 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.
- g. **NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

VENDOR: [ Cellebrite USA Corp ] STATE AGENCY: [ WVFC ]

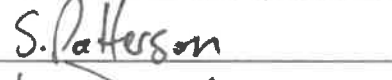
Printed Name: Greg St Angelo

Signature:  Signed by: 90A7503AB5434F2...

Title: Senior Director

Date: 8/8/2025

Printed Name: Steven Patterson

Signature:  Signed by: S. Patterson

Title: Deputy Director

Date: 8/20/25

Printed Name: Marcus Jewell

Signature:  Signed by: 38755DD2EB9441C.

Title: CRO

Date: 8/11/2025



WV-96  
1/1/2019

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): West Virginia Fusion Center

Vendor: Cellebrite Inc

Contract/Lease Number ("Contract"):

Commodity/Service: Software

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

WV-96  
1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.  
  
Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: West Virginia Fusion Center

By: S. Pelt

Printed Name: Steven Pelt

Title: Deputy Director

Date: 6/13/20

Vendor: Cellebrite Inc

DocuSigned by:

By: Matt Van Nortwick

Printed Name: 1B1B31FA8DD Matt Van Nortwick

Title: Renewal Account Manager - SLG

Date: 5/27/2025

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of 1 (one) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 3 (Three) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐

☐

☐

☐

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.



**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. 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, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. 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.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. 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.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. 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.

**46. ISRAEL BOYCOTT:** Bidder 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.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Matt Van Nortwick Renewal Account Manager - SLG  
(Address) 8065 Leesburg Pike, Suite T3-302 Vienna, VA 22182  
(Phone Number) / (Fax Number) 973 224 8422  
(email address) Matt.VanNortwick@cellebrite.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Cellebrite Inc

(Company)

DocuSigned by:

Matt Van Nortwick

(Signature of Authorized Representative)

Matt Van Nortwick

(Printed Name and Title of Authorized Representative) (Date)  
Matt Van Nortwick, Renewal Account Manager SLG, 5/27/2025

(Phone Number) (Fax Number)  
Matt.VanNortwick@cellebrite.com

(Email Address)



**Cellebrite Inc.**  
8065 Leesburg Pike,  
Suite T3-302  
Vienna, VA 22182  
USA

Tel. +1 800 942 3415  
Fax. +1 201 848 9982  
Tax ID#: 22-3770059  
DUNS: 033095568  
CAGE: 4C9Q7  
Company Website:  
<http://www.cellebrite.com>

## Quote

**Quote#:** Q-458221-1  
**Date:** May 16, 2025

### Billing Information

West Virginia Fusion Center  
1700 Maccorkle Ave SE  
4th Floor South Wing  
Charleston, West Virginia 25314  
United States

**Contact:** Don Herdman  
**Phone:** +13045584831

### Delivery Information

West Virginia Fusion Center  
1700 MacCorkle Avenue SE, floor 4  
south wing  
Charleston, WV 25314  
United States

**Contact:** Don Herdman  
**Phone:** +13045584831

### Wire To:

Bank Routing Number: 021000021  
Account Number: 761020590  
Account Name: Cellebrite Inc.

### Check Remittance (Only for NA):

Cellebrite Inc.,  
PO BOX 23551  
New York, NY, 10087-3551

**End Customer:** West Virginia Fusion Center

Click [here](#) to process with Credit Card payment

By clicking the link above and accepting this quote,

You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00180677	Aug 05, 2025	Net 30	USD	Jacquelyn Slezak

#	Product Code	Product Name	Qty	Start Date	End Date	Net Price/Unit	Net Price
8	B-UFD-10-001	UFED 4PC Ultimate Subscription	2	Aug 17, 2025	Jan 16, 2026		-5,784.66
9	S-UFD-15-100	Physical Extraction Subscription	2	Aug 17, 2025	Jan 16, 2026		
10	S-UFD-15-098	Physical Analyzer Subscription	2	Aug 17, 2025	Jan 16, 2026		
11	B-CNR-05-003	Upgrade to Inseyets Online Pro	2	Aug 17, 2025	Aug 16, 2029	39,263.92	78,527.84
Relevant Serial Numbers for the above row: 1492807676, 1669275772							
12	S-UFD-20-003	Inseyets Pro UFED Subscription	2	Aug 17, 2025	Aug 16, 2029		
Relevant Serial Numbers for the above row: 1492807676, 1669275772							
13	S-UFD-20-006	Inseyets Pro PA Subscription	2	Aug 17, 2025	Aug 16, 2029		
Relevant Serial Numbers for the above row: 1492807676, 1669275772							
14	F-UFD-06-005	Inseyets upgrade kit	2				
15	B-CNR-05-003	Upgrade to Inseyets Online Pro	1	Aug 05, 2025	Aug 16, 2029	39,575.54	39,575.54
Relevant Serial Numbers for the above row: 57087780							
16	S-UFD-20-003	Inseyets Pro UFED Subscription	1	Aug 05, 2025	Aug 16, 2029		
Relevant Serial Numbers for the above row: 57087780							
17	S-UFD-20-006	Inseyets Pro PA Subscription	1	Aug 05, 2025	Aug 16, 2029		
Relevant Serial Numbers for the above row: 57087780							
18	F-UFD-06-005	Inseyets upgrade kit	1				
19	B-CNR-08-001	Inseyets Pro PA Stand Alone	1	Dec 03, 2025	Aug 16, 2029	16,756.72	16,756.72
Relevant Serial Numbers for the above row: 1767201560							

#	Product Code	Product Name	Qty	Start Date	End Date	Net Price/Unit	Net Price
20	S-UFD-20-007	Inseyets Pro PA Standalone Subscription	1	Dec 03, 2025	Aug 16, 2029		
Relevant Serial Numbers for the above row: 1767201560							
21	S-AIS-20-002	Inseyets Online Unlimited Unlocks	1	Aug 17, 2025	Aug 16, 2029	470,478.58	470,478.58
Number of Sites: 1							

<b>SubTotal</b>	USD 599,554.02
<b>Shipping &amp; Handling</b>	USD 0.00
<b>Sales Tax</b>	USD 0.00
<b>Total</b>	USD 599,554.02

#### Comments:

Billing Schedule:  
Year 1: \$141,186.58  
Year 2: \$143,993.41  
Year 3: \$151,193.08  
Year 4: \$163,180.95

#### Billing Schedule Details:

Billing Schedule:  
Year 1: \$141,186.58  
Year 2: \$143,993.41  
Year 3: \$151,193.08  
Year 4: \$163,180.95

#### Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.
- Freight Terms: FCA (NJ)
- General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium and Inseyets Unlocks: The following terms shall apply only to Cellebrite Premium and Inseyets Unlocks at <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>
- Training Services: The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: The following terms apply to Cellebrite SaaS Services at <https://legal.cellebrite.com/SaaS.htm>
- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at <https://legal.cellebrite.com/Endpoint-SAAS.html>

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.

Please indicate the invoice number when remitting payment

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

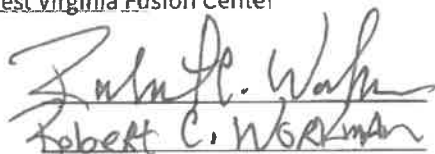
Please include the following information on your PO for Cellebrite UFD purchase:

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

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: West Virginia Fusion Center

Signature:

  
Robert C. Workman

Effective Date:

8, 21, 25

Name (Print):

Title:

Director

Please sign and email to Matt Van Nortwick at [matt.vannortwick@celebrite.com](mailto:matt.vannortwick@celebrite.com)

**CELLEBRITE INC.**  
**GENERAL TERMS AND CONDITIONS**

**1. Definitions**

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

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

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

1.1.3. "**Personal Information**" means any information that can identify an identifiable person, and includes, but is not limited to: (a) an individual's name together with address, Social Security Number, Tax identification number, driver's license number, identification card number, phone number, date of birth, password or other security credentials or other information that can identify an individual; (b) credit, debit or other payment card information, bank account or other financial institution information, credit history, credit reports or other financial information; (c) Licensee proprietary network information, including without limitation call and message detail, type and use of products or services, account numbers, identifying numbers of wireless devices or other information related to telecommunications usage; and, (d) compensation or benefits information, protected health information, marital status, number of dependents, background checks, disciplinary action or other information related to employment.

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

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

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

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

**2. Scope and Purpose**

2.1. The Agreement shall apply to any acquisition of Products by Licensee from Cellebrite. In the event of any conflict, ambiguity, or inconsistency between the provisions of the Agreement and any other

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

## 2.2 Services for Pathfinder Teams Licensees:

2.2.1. **"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.

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

## 3. Purchase Orders

- 3.1. Purchase Order. Licensee will issue Purchase Orders to Cellebrite specifying: (i) quantities of each Product; (ii) price per unit for each Product (in accordance with the terms agreed upon hereunder) ("**Price per Unit**") and license fees; (iii) desired date for collection of the Products; (iv) shipping instructions; and (v) any other data or information requested by Cellebrite.
- 3.2. Purchase Order Amendments. Changes to any Purchase Order require: (i) sufficient advance notice for Cellebrite to make the necessary modifications and (ii) written confirmation from Cellebrite for such modification to the Purchase Order. The Parties will confirm in writing any changes in the Price per Unit or delivery schedule of the Product. The Licensee will reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with amendment of the Purchase Order.
- 3.3. Purchase Order Confirmation. Cellebrite shall provide a written response to each Purchase Order within seven (7) business days following the receipt of a Purchase Order. In the event Cellebrite fails to respond to Licensee within said period, the Purchase Order shall be deemed accepted ("**Confirmed PO**").
- 3.4. Purchase Order Cancellation and Reimbursement of Charges. Licensee may cancel a Purchase Order in whole or in part by giving Cellebrite a written notice in this respect no later than forty-five (45) days prior to the designated delivery date. In the event Licensee cancels a Purchase Order or any part thereof, Cellebrite shall reimburse Licensee for the relative part of the Total Purchase Price (as defined below) paid by Licensee for the Products. Cellebrite may reduce any sums to be reimbursed to reflect the costs of material which cannot otherwise be consumed or used in the next three (3) months by Cellebrite in the course of its business.

#### 4. **Prices and Purchase Price**

- 4.1. **Price List.** Cellebrite may, at its sole discretion, change its price lists or add or remove products from the price lists. Changes in price lists shall take effect within thirty (30) days from the date of notification to Licensee. It is hereby clarified that changes in price lists shall not apply to Products underlying a Confirmed PO, however, price list changes will apply to any Confirmed PO if Licensee has requested an amendment to the Confirmed PO and the amendment has not been accepted by Cellebrite at the time of the price list change.
- 4.2. **Total Purchase Price.** Licensee shall pay Cellebrite the total price as set forth in the Purchase Order ("**Total Purchase Price**"). Cellebrite may charge Licensee for any modifications to an accepted Purchase Order, including changes in the proposed delivery schedule.
- 4.3. **Quoted Price.** Unless otherwise agreed in writing, all prices quoted in the Purchase Order ("**Quoted Price**") shall be paid by Licensee to the account(s) indicated by Cellebrite. All payments shall be made in US currency or other currency mutually agreed by the Parties. The payment is considered made at the date when the amounts effectively reach Cellebrite's bank account. The Quoted Price does not include transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties. In addition to the Quoted Price, Licensee shall pay all taxes, fees, or charges imposed by any governmental authority. If Cellebrite is required to collect the foregoing, Licensee will pay such amounts promptly unless it has provided Cellebrite with a satisfactory valid tax exemption certificate authorized by the appropriate taxing authority.
- 4.4. **Terms of Payment and Default Interest.** Payment for the Products under any confirmed PO shall be in accordance with the payment terms set forth in the Quote. Failure to make due payment in accordance with the terms of the Quote may cause Cellebrite to apply an interest charge of up to one and one-half percent (1.5%) per month (but not to exceed the maximum lawful rate) on all amounts which are not timely and duly paid, accruing daily and compounding monthly from the date such amounts were due. Licensee shall reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with the collection of overdue amounts, including attorneys' fees. Licensee shall not be permitted to set off any deductions against any amounts due to Cellebrite.

#### 5. **Delivery**

- 5.1. **Delivery Obligations.** Delivery obligations of Cellebrite (including the delivery location and time period) shall be as set forth in the Quote. The Product shall be free from any pledge, lien, charge, hypothecation, encumbrance or other security interest upon its delivery to Licensee.
- 5.2. **Transfer of Risk and Title.** The transfer of the risk regarding the hardware (not the Software) shall pass to Licensee upon delivery. Only upon full payment of Licensee to Cellebrite the title of the hardware (not Software) shall pass to Licensee.

#### 6. **Representations and Warranties**

- 6.1. Each Party warrants, represents, and undertakes that it has and shall continue to have full ability, capacity, and authority required by law or otherwise to enter into and to perform its obligations under the Agreement in a reliable and professional manner.
- 6.2. Licensee warrants, represents and undertakes that: (i) it has obtained, prior to the consummation of this Agreement, all approvals, permits, licences, consents, authorisations, registrations, permissions, notices, certifications, rulings, orders, judgements and other authorisations from any applicable data subject, employee, employee representative body, regulatory authority, or third party entity or person necessary for the use of the Product and/or the Software by Licensee or for Cellebrite to perform or provide any services related to the Product and/or the Software ("**Permissions**") which include, rights for Cellebrite to use, access, intercept, analyse, transmit, copy, modify, and store, all of the intellectual property rights, Personal Information ("**Personal Data**"), confidential information, or other data or information that may be used,

accessed, intercepted, transmitted, copied, modified or stored by Cellebrite to perform or provide any Services; (ii) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate actions; (iii) neither the execution and delivery of this Agreement, nor compliance by it with the terms and provisions hereof and thereof, will conflict with, or result in a breach of any judgment, order, writ, decree, statute, rule, regulation or restriction; (iv) its performance of its obligations in accordance with the terms of the Agreement will not breach any agreement by which it is bound, or violate or infringe any law or any copyrights; (v) it shall use reasonable endeavours to provide such information and assistance which is reasonably required to fulfil Cellebrite's obligations under the Agreement; and (vi) it has the right to be in possession of, access, interact with and otherwise use, all devices, equipment, programmes, data and media (including any telecommunications systems) that are being used in connection with the Product and/or the Software and that the use of the Product and/or the Software, including any instructions given to Cellebrite in connection with the same, is made in compliance with all applicable laws; and (vii) all information provided by it to Cellebrite during the term of the Agreement shall be complete and accurate in all material respects, and that it is entitled to provide the information to Cellebrite for its use as contemplated under the Agreement.

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

- 6.3.1. access all devices and all programmes, data and media contained on them;
- 6.3.2. obtain and retain personal data on the devices and programmes, data and media contained on them;
- 6.3.3. access and intercept communications on the devices and programmes, data and media contained on them; and
- 6.3.4. use technology or other means to circumvent measures designed to prevent unauthorised access to devices and all programmes, data and media contained on them, including where such measures are designed to protect copyright works.

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

- 6.4.1. Licensee's IT Policy;
- 6.4.2. Licensee's Acceptable Use Policy;
- 6.4.3. Licensee's "Bring Your Own Device" Policy; and
- 6.4.4. evidence that Licensee's has obtained all Permissions required to permit Cellebrite to perform its service obligations under the Agreement.

6.5. 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 "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](http://legal.cellebrite.com/intl/Business_Conduct_Policy.htm). If a Party breaches the Business Conduct Policy, the non-breaching Party may terminate this Agreement by giving ten (10) days' prior written notice to the breaching Party.

## **8. Compliance**

- 8.1. Licensee is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. Licensee will comply with Cellebrite's Business Conduct Policy.
- 8.2. Licensee represents warrants and covenants that it shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's products, including but not limited to the Product or the Software and shall only use the Products or Software in compliance with all applicable laws and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations or the applicable foreign equivalents).
- 8.3. Licensee and its subsidiaries and Affiliates will not (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act or any other applicable antibribery or anti-corruption law. Licensee further represents, covenants and warrants that it has, and shall cause each of its subsidiaries and/or Affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law.
- 8.4. Upon Cellebrite's request, Licensee will confirm in writing that it complies with Section and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Licensee is not complying with Section then, after notifying Licensee regarding the reasonable suspicion, Cellebrite may demand that Licensee, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to verify Licensee's compliance with this Section. Any such inspection can be executed by Cellebrite or its third party representative.
- 8.5. In the event Licensee is in contact with a Government Official concerning Cellebrite, discussing or negotiating, or Licensee engages a third party to do so, Licensee is obligated (i) to inform



Cellebrite in advance and in writing, clearly defining the scope of the interaction, (ii) upon request, to provide Cellebrite with a written record of each conversation or meeting with a Government Official and (iii) to provide Cellebrite monthly a detailed expense report, with all original supporting documentation. A "Government Official" is any person performing duties on behalf of a public authority, government agency or department, public corporation or international organization.

- 8.6. Cellebrite may immediately terminate this Agreement and any applicable Purchase Orders if Licensee violates its obligations under this Section. Nothing contained in this Section shall limit any additional rights or remedies available to Cellebrite.
- 8.7. Licensee shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section by Licensee.
- 8.8. Licensee will pass on the provision of this Section to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section.

#### **9. Force Majeure**

- 9.1. Neither party will be liable for delays in performance caused by any unforeseeable and unpreventable circumstance or event beyond the party's reasonable control that interferes with the performance of the Agreement ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, war (whether declared or undeclared), terrorism, strikes, fires, accidents, floods, civil disturbance and natural disasters. Upon the ceasing or termination of Force Majeure, the Parties shall resume their responsibilities under the terms of the Purchase Order and related agreements within 7 days (or, if the same is not possible, within reasonable period of time).
- 9.2. A party seeking the protection of Section 9.1 shall provide written notice to the other party within five (5) days of the beginning of the Force Majeure event.

#### **10. Export**

- 10.1. The Parties acknowledge that the Product and/or the Software is or may be subjected to regulations on customs, export or import control and/or re-export regulations applicable in the United States, the European Union and its member countries, and/or other countries. Said regulations include but are not limited to the provisions of the US Export Administration Regulations (EAR) and the provisions of the regulations of the European Union.
- 10.2. Licensee expressly warrants, represents and covenants that it shall comply fully with all applicable export laws and regulations of the United States and other jurisdictions to ensure that neither the Product nor the Software are exported or reexported in violation of such laws and regulations, or used for any purposes prohibited by such laws. As the Products and the Software are subject to export control laws and regulations, Licensee shall not export or "re-export" (transfer) the Product and/or the Software unless the Licensee has complied with all applicable controls.

#### **11. Miscellaneous**

- 11.1. **Publicity.** Cellebrite may list Licensee as one of Cellebrite's customers. This Agreement and any Purchase Order are considered Cellebrite's Confidential Information. Licensee shall not make any public disclosure or announcements concerning this Agreement, any Purchase Order, Cellebrite, the Products, and/or the Software without the prior written consent of Cellebrite.
- 11.2. **Language.** Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any

way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render the terms of these GTC unreasonable.

- 11.3. Termination. Cellebrite may terminate this Agreement: (i) for its convenience by giving the other thirty (30) days' prior written notice; (ii) by giving the other Party a written notice to be immediately effective in case the other causes a material or continuous breach hereof ("continuous" meaning two or more occurrences of the same breach). All of Licensee's obligations under this Agreement shall survive the expiration or termination of the Agreement. Termination of this Agreement will not entitle Licensee to any deduction of the Quoted Price or any refund of any prepaid fees. Upon termination of the Agreement, for any reason, Licensee shall allow Cellebrite to access its premises for the purposes of de-installation and transfer of the Product. Termination of the Agreement in accordance with this Section shall not impose any liability on Cellebrite. Cellebrite may terminate the Agreement and revoke the license granted hereunder by giving the other Party a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind.
- 11.4. Third Party Rights. A person who is not a party to the Agreement shall not acquire any rights under them or be entitled to benefit from any of their terms.
- 11.5. Bankruptcy. If a voluntary or involuntary petition is filed under Title 11 of the United States Code or its analogue in any jurisdiction or country, all debts that Licensee may owe to Cellebrite shall be considered "administrative expenses" within the meaning of 11 U.S.C. Sec. 503(b)(1)(a) (as amended) or its analogue, and Cellebrite's claim or claims for those administrative expenses shall be entitled to the priority specified in 11 U.S.C. Sec. 507(a)(1) (as amended) or its analogue. Licensee will use its best efforts to classify those claims as administrative under applicable Law.
- 11.6. Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either the Licensee or Cellebrite partners, joint venturers, principals, representatives, agents or employees of the other. Neither Party shall have any right, power, or authority, express or implied, to bind the other.
- 11.7. Counterparts. This Agreement may be executed in any number of counterparts, including using digital signatures or exchange of scanned copies of signed pages (e.g., in PDF format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

## **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.

### **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").
- 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.

## ENDPOINT SAAS TERMS OF SERVICE

THESE ENDPOINT SAAS TERMS OF SERVICE (THE "**TERMS**" OR THIS "**AGREEMENT**") ARE BETWEEN CELLEBRITE DI LTD. OR ANY OF ITS WHOLLY OWNED SUBSIDIARIES NAMED IN THE QUOTE ("**CELLEBRITE**") AND THE AGENCY OR LEGAL ENTITY NAMED IN THE QUOTE ("**CUSTOMER**"). THIS AGREEMENT SHALL COME INTO EFFECT UPON THE EARLIER OF: (I) A CUSTOMER REPRESENTATIVE CLICKING THE "I ACCEPT" BUTTON AT THE END OF THESE TERMS, (II) CUSTOMER EXECUTING THE QUOTE AND/OR AN ORDER FORM THAT REFERENCE THE QUOTE AND/OR ANY OTHER LEGALLY BINDING DOCUMENT THAT INCLUDES THIS AGREEMENT BY REFERENCE, OR (III) CUSTOMER REPRESENTATIVE(S) ACCESSING OR USING THE CELLEBRITE ENDPOINT SERVICES. THIS AGREEMENT GOVERNS THE CUSTOMER'S PURCHASE AND USE OF THE SERVICES DETAILED IN THIS AGREEMENT AND/OR THE QUOTE.

IN THE EVENT OF A CUSTOMER REPRESENTATIVE CLICKING TO ACCEPT THE AGREEMENT TERMS, THE INDIVIDUAL ("YOU") CLICKING TO ACCEPT HEREBY REPRESENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY AND POWER TO BIND THE CUSTOMER TO THE TERMS OF THIS AGREEMENT, AND ACCORDINGLY ACKNOWLEDGE THAT THE CUSTOMER HAS REVIEWED AND ACCEPTS THESE TERMS. IF THE CUSTOMER DOES NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SERVICES REFERENCED IN THE QUOTE AND/OR RESPECTIVE ORDER FORM.

### 1. DEFINITIONS.

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

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

"**Authorized Users**" means employees of the Customer for whom access to the Service during the Subscription Term have been purchased pursuant to the Quote or the respective Order Form, and who are authorized by Customer to access and use the Service, including, where applicable, by way of user identifications and passwords supplied for such purpose by Customer.

"**Cellebrite**" means Cellebrite DI Ltd. or its respective Affiliate that is identified on the Quote and issues invoices to Customer with respect to these Services.

"**Customer Data**" means all data, including Personal Information, submitted, stored, posted, displayed, or otherwise transmitted to the Service by or on behalf of Customer or Authorized User.

"**Customer System**" means Customer's website(s), internal servers and other equipment and any software, SaaS programs and applications used in the conduct of Customer's business, whether or not required for the provision, operation and/or use of the Service.

"**Documentation**" means the 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.

"**Intellectual Property Rights**" means all intellectual property rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) industrial design rights; in each case, whether registered or not, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

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

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

**"Order Form"** means a purchase order submitted by Customer to Cellebrite which references the Quote for the sale of the Service. Any inconsistencies or supplemental terms printed or attached to the Order Form are void.

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

**"Quote"** means the valid Quote issued by Cellebrite for the Services at specified prices.

**"Service"** means the Cellebrite Endpoint Mobile Now Software as a Service or Cellebrite Endpoint Inspector Software as a Service (collectively **"SaaS"**) to be provided by Cellebrite to Customer pursuant to these Terms. Services exclude any Third Party Offerings which may be offered in the context of the Services.

**"Subscription Term"** means the subscription period for Customer's use of the Service set forth in the Quote or the respective Order Form.

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

## 2. SERVICE; ORDERS; LICENSES; AND RESTRICTIONS.

**2.1 Description of Service.** Cellebrite Endpoint SAAS is a service that enables fast and easy remote collection of mobile or computer data. The Service allows the authorized user to create collection jobs with targeted collection criteria and to specify where the collection will be stored once complete. If a mobile job is created, an email is sent to the device owner, specified in the job, with instructions for running the collection software on the device owner's computer. The device owner is guided through instructions to connect their phone to their computer using their standard data/power cable and to unlock their phone and initiate the collection. If a computer job is created, it will communicate directly with the authorized computer to collect the specified files. Once the collection is complete, it is uploaded to the preconfigured storage location.

**2.2 Quotes and Orders.** Subject to the terms and conditions contained in these Terms, Customer may purchase additional subscriptions to access and use the Service pursuant to Order Forms issued in reference to a Quote and execution of the Terms. The Service is purchased as subscriptions and may be accessed solely by Customer's Authorized Users. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Cellebrite regarding any future functionality or features. If there is any inconsistency between an Order Form and these Terms, these Terms control.

**2.3 Access and Use Rights.** Subject to Customer's full compliance with the terms and conditions contained in these Terms, and Cellebrite granting to Customer a subscription to the Service, the Customer may access and use the Service to perform remote access to end point mobile devices solely for Customer's Authorized Purposes and not for the benefit of any other person or entity, and in accordance with the Documentation and terms of Agreement, during the Subscription Term. Customer may not allow access and use to more Authorized Users than the Quote and respective Order Form specify.

**2.4 License to Software.** Subject to Customer's full compliance with this Agreement, Cellebrite will grant Customer a revocable, non-transferable, non-sublicensable, non-exclusive, limited, personal

license to download, install, execute and use the software (including any updates, modifications, patches and upgrades that Cellebrite may provide to Customer under these Terms) required for access and use of the Service as defined in the Documentation (the "**Downloadable Software**"), in each case solely for Customer's Authorized Purposes and not for the benefit of any other person or entity. All references to Service include the use of Downloadable Software.

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

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

**2.7 Decoding Services Add On.** The following terms in Clause 2.7 only apply to the extent that Customer has purchased the Decoding Services (defined below).

- A) **United States.** If Customer purchased the Decoding Services as an add on to the Service ("**Decoding Services**") in the United States, then Customer may access Cellebrite's U.S. based SAAS cloud to decode and convert UFD files, remotely collected from mobile devices, into UFDR and RSMF files for the following authorized purposes in or involving Customer's organization: internal investigations, investigations of fraud, intrusion, or information security events, eDiscovery performed as part of a legal proceeding; legal holds data recovery or compliance evaluation activities (collectively, "**Decoding Authorized Purposes**"). Cellebrite will send the decoded files to a Customer designated storage location in the United States. These files may then be uploaded into third-party workspaces. If Customer has purchased the Decoding Services in the United States, then the Data Processing Addendum attached as Exhibit B shall apply to this Agreement.
- B) **United Kingdom.** If Customer purchased the Decoding Services in the United Kingdom, then Customer may access Cellebrite's U.K. based SAAS cloud to decode and convert UFD files, remotely collected from mobile devices to UFDR and RSMF files for the Decoding Authorized Purposes. Cellebrite will send the decoded files to a Customer designated storage location in the United Kingdom. These files may then be uploaded into third-party workspaces. If Customer has purchased the Decoding Services in the United Kingdom, then the Data Processing Addendum attached as Exhibit A shall apply to this Agreement instead of the Data Processing Addendum attached as Exhibit B.
- C) If Customer is working in third party workspaces, then Customer is solely responsible for any terms, conditions, or policies under any third-party agreements. Cellebrite does not warrant or guarantee that any third-party services or solutions procured under third-party agreements will work properly. Cellebrite disclaims any and all liability arising out of or in connection with Customer's use of any services or solutions obtained under third-party agreements. In addition, Cellebrite is not liable for any costs associated with hosting data on any third-party services or solutions.

### 3. OPEN SOURCE SOFTWARE.

- I. Services may use and/or be provided with third party open source software, libraries or other components ("**Open Source Component**"). To the extent so stipulated by the license that governs each Open Source Component ("**Open Source License**"), each such Open Source



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

- II. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Customer, and such source code was not delivered to Customer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Customer shall contact Cellebrite at [support@cellebrite.com](mailto:support@cellebrite.com).

#### 4. PASSWORDS; SECURITY.

**4.1 Passwords.** Customer shall ensure that each of its Authorized Users are responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the respective Authorized User. Customer is solely responsible for any and all access and use of the Service. Customer shall restrict its Authorized Users from sharing login data or passwords. Customer shall immediately notify Cellebrite of any unauthorized use of or access to the Service, or any Security or Data Breach of which the Customer becomes aware. Cellebrite shall have no liability for any loss or damage arising from or in any way related to Customer's failure to comply with the terms of this Section.

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

**4.3 Security.** Customer represents and warrants that it complies, and at all times during the term of this Agreement, will comply with all data protection, privacy and security laws applicable to it in connection with the use of the Service and/or its performance under this Agreement. Cellebrite will use commercially reasonable efforts to maintain appropriate administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Personal Information in a manner consistent with what Cellebrite supplies generally to its other customers. Notwithstanding the foregoing, Customer acknowledges that, notwithstanding any security precautions deployed by Cellebrite, the use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Service and any Customer Data that Customer chooses to place within the Service. Cellebrite does not guarantee the privacy, security, integrity or authenticity of any information transmitted over or stored in any system connected to or accessible via the Internet. Customer shall be responsible for obtaining and maintaining both the functionality and security of any equipment and ancillary services needed to connect to, access or otherwise use each Service, including modems, hardware, servers, software, operating systems, networking, web servers and the like ("**Customer System**"). Cellebrite shall have no liability for any delay or failure to of the Service to perform as a result of the failure of Customer to maintain any Customer System so that it is compatible with the Service.

**4.4 Data Processing Addendum.** Unless Customer purchases the Decoding Services, the Service is not intended for the processing of Personal Data, and Customer represents and warrants that it will not place, hold, process, store or review any Personal Data using the Service.

#### 5. CUSTOMER OBLIGATIONS.

**5.1 Customer System.** Customer is responsible for (a) obtaining, deploying and maintaining the Customer System, and all computer hardware, software, modems, routers and other communications equipment necessary for Customer and its Authorized Users to access and use the Service via the Internet; (b) contracting with third party ISP, telecommunications and other service providers to access and use the

Service via the Internet; and (c) paying all third party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in these Terms, Cellebrite shall not be responsible for supplying any hardware, software or other equipment to Customer under these Terms.

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

**5.3 Use of Customer Data.** During the performance of this Agreement, Cellebrite may collect and use Customer Data for the limited purpose of fulfilling the Service provided under this Agreement, including the collection of Authorized User names and email addresses.

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

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

## 6. AVAILABILITY; ENHANCEMENTS; AND SUPPORT.

**6.1 Availability.** Subject to the terms and conditions of these Terms, Cellebrite will use commercially reasonable efforts to make the Service available at least ninety-nine percent (99%) of the time as measured over the course of each calendar month during the Subscription Term; provided, however, that the following are excepted from availability commitments:

(a) **Network Availability.** Network Availability is defined as the Cellebrite network's ability to pass incoming and outgoing TCP/IP traffic. A server's unavailability caused by network unavailability is not included in server uptime if such unavailability is caused by factors beyond Cellebrite's control. Interruptions of service due to problems on the backbone or on the customer's desktop or network are beyond Cellebrite's control. Interruptions of service caused by denial of service or similar attacks are beyond Cellebrite's control and are not included in downtime calculations,

(b) **Planned Downtime.** Cellebrite will use commercially reasonable efforts to provide advanced notice of any planned downtime,

(c) **Routine Maintenance.** To guarantee optimal performance of the servers and technology, Cellebrite will perform routine maintenance of the servers on a regular basis. Such maintenance may require taking Cellebrite servers off-line. Cellebrite reserves server unavailability for maintenance purpose. This server unavailability is not included in downtime calculations. The maintenance is typically performed during off-peak hours, and

(d) **Force Majeure.** Any unavailability caused by circumstances of Force Majeure are not included in downtime calculations.

**6.2. Enhancements.** Certain enhancements to the Service made generally available at no cost to all subscribing customers during the applicable Subscription Term will be made available to Customer at no additional charge. However, the availability of some new enhancements to the Service may require the payment of additional fees, and Cellebrite will determine at its sole discretion whether access to any other such new enhancements will require an additional fee. These Terms will apply to, and the Service includes, any bug fixes, error corrections, new builds, enhancements, updates, upgrades and new modules to the Service subsequently provided by Supplier to Customer hereunder.

**6.3 Support.** Cellebrite offers the Customer 24-7 technical online support during the Subscription Term.

## 7. FEES AND PAYMENT.

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

**7.2 Total Purchase Price.** Customer shall pay Cellebrite the total price as set forth in the Order Form ("**Total Purchase Price**"). Cellebrite may charge Customer for any modifications to an accepted Order Form.

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

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

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

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

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

## **8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.**

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

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

**8.3 Service Warranty.** Cellebrite warrants that during the relevant Subscription Term, the Service will conform, in all material respects, with the Documentation, PROVIDED, HOWEVER, THAT CELLEBRITE DOES NOT MAKE, AND HEREBY DISCLAIMS ANY REPRESENTATIONS OR

WARRANTIES CONCERNING THE PROPER STORAGE OF THE CUSTOMER DATA (WHETHER IN ITS INBOUND OUTBOUND FORM), OR ITS DATA-INTEGRITY, AVAILABILITY OR ABSENCE OF MODIFICATIONS THERETO. For a breach of the foregoing warranty, Cellebrite will, at no additional cost to Customer, provide remedial services necessary to enable the Service to conform to the warranty. The Customer will provide Cellebrite with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Service has been utilized by the Customer in accordance with the Order Form and this Agreement.

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

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

## 9. INDEMNIFICATION.

### 9.1 Cellebrite Indemnity.

- I. **General.** During the Subscription Term, Cellebrite shall defend and indemnify Customer from and against all actions, proceedings, claims and demands in each case by a third party (a "**Third-Party Claim**") alleging that the Service infringes or misappropriates a patent, copyright or trademark registered in the USA and shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) payable to the Third Party bringing such Third-Party Claim. Cellebrite's obligations under this Section are conditioned upon (i) Customer promptly notifying Cellebrite in writing of any claim under this Section, (ii) Cellebrite having the sole and exclusive right to control the defense and settlement of the claim, and (iii) Customer providing all reasonable assistance (at Cellebrite's expense and reasonable request) in the defense of such claim. In no event shall Customer settle any claim without Cellebrite's prior written approval. Customer may, at its own expense, engage separate counsel to advise Customer regarding a Claim and to participate in the defense of the claim, subject to Cellebrite's right to control the defense and settlement.
- II. **Mitigation.** If any claim which Cellebrite is obligated to defend has occurred, or in Cellebrite's determination is likely to occur, Cellebrite may, in its sole discretion and at its option and

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

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

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

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

## 10. CONFIDENTIALITY.

10.1 **Confidential Information.** "**Confidential Information**" means any and all non-public technical and non-technical information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in any form or medium, whether oral, written, graphical or electronic, pursuant to these Terms, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and

merchandising and marketing plans and information; (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business; and (d) the terms of these Terms or any Order Form. Confidential Information of Cellebrite shall include the Service, the documentation, the pricing, and the terms and conditions of this agreement. Confidential Information also includes all summaries and abstracts of Confidential Information.

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

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

**10.4 Injunctive Relief.** The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

## 11. Proprietary Rights.

**11.1 Service.** As between Cellebrite and Customer, all right, title and interest in the Service and any other Cellebrite materials furnished or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding the Service, including all copyright rights, patent rights and other Intellectual Property Rights in each of the foregoing, belong to and are retained solely by Cellebrite or Cellebrite's licensors and providers, as applicable. Customer hereby does and will irrevocably assign to Cellebrite all evaluations, ideas, feedback and suggestions made by Customer to Cellebrite regarding the Service (collectively, "**Feedback**") and all Intellectual Property Rights in the Feedback.

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

access and use the Customer Data solely for Customer's benefit and as set forth in these Terms. As between Cellebrite and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

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

**11.4 Cellebrite Developments.** All inventions, works of authorship and developments conceived, created, written, or generated by or on behalf of Cellebrite, whether solely or jointly, including all deliverables ("**Cellebrite Developments**") and all Intellectual Property Rights therein, shall be the sole and exclusive property of Cellebrite. Customer agrees that, except for Customer Confidential Information, to the extent that the ownership of any contribution by Customer or its employees to the creation of the Cellebrite Developments is not, by operation of law or otherwise, vested in Cellebrite, Customer hereby assigns and agrees to assign to Cellebrite all right, title and interest in and to such Cellebrite Developments, including without limitation all the Intellectual Property Rights therein, without the necessity of any further consideration.

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

**11.6 License to Deliverables.** Subject to Customer's compliance with these Terms, Cellebrite hereby grants Customer a limited, non-exclusive, non-transferable license during the Subscription Term to use the deliverables solely in connection with Customer's authorized use of the Service. Notwithstanding any other provision of these Terms: (i) nothing herein shall be construed to assign or transfer any Intellectual Property Rights in the proprietary tools, source code samples, templates, libraries, know-how, techniques and expertise ("**Tools**") used by Cellebrite to develop the deliverables, and to the extent such Tools are delivered with or as part of the deliverables, they are licensed, not assigned, to Customer, on the same terms as the deliverables; and (ii) the term "deliverables" shall not include the Tools.

## **12. LIMITATION OF LIABILITY.**

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

**12.2 Limits on Liability.** NEITHER CELLEBRITE NOR ITS LICENSORS OR AFFILIATES SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL



TO THE AMOUNTS PAID BY CUSTOMER TO CELLEBRITE UNDER THESE TERMS DURING THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, LESS THE AMOUNTS PREVIOUSLY PAID BY CELLEBRITE TO SATISFY LIABILITY UNDER THIS AGREEMENT.

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

### **13. TERM AND TERMINATION.**

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

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

**13.3 Effects of Termination.** Upon expiration or termination of these Terms: (a) Customer's use of and access to the Service shall cease; (b) all Order Forms shall terminate; and (c) all fees and other amounts owed to Cellebrite shall be immediately due and payable by Customer, including without limitation. Upon Customer's request made within ten (10) days after the effective date of applicable termination or expiration, Cellebrite shall make any Customer Data stored on the Service available, for a period of 30 days, for download by Customer in the format in which it is stored in the Service. After such 30-day period, Cellebrite shall have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control. In addition, within thirty (30) days of the effective date of termination, Customer shall: (a) return to Cellebrite, or at Cellebrite's option, Customer shall destroy all items of Confidential Information (other than the Customer Data) in Customer's possession or control, including any copies, extracts or portions thereof, and (b) upon request shall certify in writing to Cellebrite that it has complied with the foregoing.

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

### **14. MISCELLANEOUS.**

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

or authorized form of delivery. All communications and notices to be made or given pursuant to these Terms shall be in the English language.

**14.2 Governing Law.** This Agreement and any disputes or claims arising hereunder are governed by the laws of, and subject to the exclusive jurisdiction of, the country of incorporation of the Cellebrite entity that sold the Service to Customer, without giving effect to any choice of law rules or principles. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State of New York and subject to the exclusive jurisdiction of the federal or state courts in New York, without giving effect to any conflict of Law rules or principles. Notwithstanding anything to the contrary, in the event that the entity that sold the Service to the Customer is Cellebrite GmbH, this Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the London courts and, without giving effect to any conflict of law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods (except that sales or licenses in the United States of America shall not exclude the application of General Obligations Law 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 Customer, including for injunctive relief, in any jurisdiction permitted by applicable law.

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

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

**14.5 Compliance.** Customer is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. Customer will comply with Cellebrite's Business Conduct Policy. Customer represents, warrants and covenants that it shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's services and/or products, including but not limited to the Service and shall only use the Service in compliance with all applicable laws and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and

regulations or the applicable foreign equivalents). Customer, its subsidiaries and affiliates will not (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA), the UK Bribery Act or any other applicable antibribery or anti-corruption law. Customer further represents, covenants and warrants that it has, and shall cause each of its subsidiaries and/or affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act or any other applicable anti-bribery or anti-corruption law. Upon Cellebrite's request, Customer will confirm in writing that it complies with this Section and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Customer is not complying with this Section then, after notifying Customer regarding the reasonable suspicion, Cellebrite may demand that Customer, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to verify Customer's compliance with this Section. Any such inspection can be executed by Cellebrite or its third-party representative. In the event Customer is in contact with a Government Official concerning Cellebrite, discussing or negotiating, or Customer engages a third party to do so, Customer is obligated (i) to inform Cellebrite in advance and in writing, clearly defining the scope of the interaction, (ii) upon request, to provide Cellebrite with a written record of each conversation or meeting with a Government Official and (iii) to provide Cellebrite monthly a detailed expense report, with all original supporting documentation. A "Government Official" is any person performing duties on behalf of a public authority, government agency or department, public corporation or international organization. Cellebrite may immediately terminate this Agreement and any applicable Order Form if Customer violates its obligations under this Section. Nothing contained in this Section shall limit any additional rights or remedies available to Cellebrite. Customer shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section by Customer. Customer will pass on the provision of this Section to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section.

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

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

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

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

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

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

## Exhibit A

### Data Processing Addendum

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

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

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

§ Part One applies with general provision.

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

§ Part Three applies with respect to the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and supplementary GDPR legislations in EU member states), but only if Cellebrite Services to the Customer operate and Process Personal Data exclusively in member states of the European Economic Area, or in territories or territorial sectors recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR.

§ Part Four applies with respect to the California Consumer Privacy Act of 2018 (CCPA).

#### Part 1

1. In the event of any conflicting stipulations between this Addendum and the Agreement or any other agreement in place between the parties, the stipulations of this Addendum shall prevail.
2. Any limitation of liability pursuant the Agreement shall apply to liability arising from or in connection with breach of this Addendum.
3. Cellebrite has appointed the person listed below as a contact person for data protection purposes:

Mr. Chen Laufer, Compliance Officer, [chen.laufer@cellebrite.com](mailto:chen.laufer@cellebrite.com).

#### Part 2

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

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

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

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

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

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

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

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

3.4.1. Data Exporter: Customer.

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

3.4.1.2. Role: controller

3.4.2. Data Importer: Cellebrite.

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

3.4.2.2. Role: processor.

3.5. Description of Transfer:

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

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

3.5.3. Sensitive data transferred: to the extent present on the digital device and extracted at the instruction of the Customer: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data,

**biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.**

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

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

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

**3.5.7. The period for which the personal data will be retained: For the duration of the Services.**

**3.5.8. Transfers to the following main (sub-) processors:**

<b>Name of sub-processor</b>	<b>Subject matter and nature of sub-processor processing</b>	<b>Duration of sub-processing</b>
<b>Amazon AWS</b>	<b>Cloud infrastructure provider</b>	<b>Duration of the engagement</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Part 3**

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

penalties, and on the free movement of such data. Legislations (a) and (b) above shall collectively be referred to as "Data Protection Law".

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

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

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

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

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

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

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

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

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

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

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



Data in the provision of the Services. Customer hereby authorizes Cellebrite to engage the processors identified in Section 3.5.8 of Part 2 of the Addendum.

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

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

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

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

15. Within 10 business days of Customer's written request, Cellebrite shall allow for and contribute to audits, including carrying out inspections conducted by Customer, or another auditor mandated by Customer in order to establish Cellebrite's compliance with this Addendum and the provisions of the applicable Data Protection Law as regards the Personal Data that Cellebrite processes on behalf of Customer. Such audits shall be limited to one business day per annum (unless Data Protection Law requires otherwise), shall be conducted during ordinary business hours and without interruption to Cellebrite's ordinary course of business. Under no circumstances shall the audits or inspections extend to trade secrets of Cellebrite or to data regarding other customers of Cellebrite. All audits are conditioned on the Customer or its auditors first executing appropriate confidentiality undertakings satisfactory to Cellebrite.

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

17. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Cellebrite shall implement in the Services appropriate

technical and organizational measures to ensure a level of security appropriate to the risk, as detailed in Section of 3.6 Part 2.

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

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

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

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

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

#### **Part 4**

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

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

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

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

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

4. **Return or deletion of information.** Upon termination of this Part, upon Customer's written request, or upon fulfillment of all purposes agreed in the context of Customer's instructions, whereby no further processing is required, the Cellebrite shall, at the discretion of Customer, either

delete, destroy or return to Customer, some or all (however instructed) of the of the personal information that it and its third-party suppliers process for Customer.

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

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

\*\*\*

## Exhibit B

### DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") is entered into between Cellebrite, Inc. ("**Cellebrite**"), and the counterparty listed in the signature block below ("**Customer**") (each, a "**Party**" and collectively, the "**Parties**"). This DPA supplements and forms part of the Endpoint SAAS Terms of Service (the "**Agreement**") in connection with the services provided pursuant to which Cellebrite Processes Customer Personal Data (defined below) from or on behalf of Customer. This DPA will be effective as of the last signature date set forth below (the "**Effective Date**"). Capitalized terms not otherwise defined in this DPA shall have the meanings ascribed to them in the Agreement.

#### 1. Definitions.

**“Business Purpose”** means the limited and specified Services described in the Agreement and any Quote, or any other purpose specifically identified in Exhibit 1.

**“Customer Personal Data”** means any Personal Data provided to Cellebrite and Processed by Cellebrite (or a Sub-processor) while providing the Services under the Agreement.

**“Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise processed.

**“Data Protection Laws”** means, to the extent applicable, all federal, state, and municipal laws and regulations relating to the Processing, protection, or privacy of Customer Personal Data.

**“ISO/IEC 27001”** means the IT security, cybersecurity, and privacy protection measures set forth under the International Organization for Standardization’s ISO/IEC 27001 standard.

**“Law” or “Laws”** means all applicable federal, country, state, provincial, regional, territorial or local laws, and other laws, rules, and regulations (including, but not limited to, Data Protection Laws), ordinances, interpretive letters, and other official releases of or by any authority, decrees, orders, and codes (including any requirements for permits, certificates, approvals, and inspections), as the same are promulgated, supplemented, and/or amended from time to time.

**“Personal Data”** means any data or information that: (i) identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, household, or device; or (ii) is otherwise “personal information”, “personally identifiable information”, “personal data”, or similarly defined data or information under applicable Data Protection Laws.

**“Privacy Rights Request”** means an individual’s valid request to exercise their privacy rights under applicable Data Protection Laws.

**“Sub-processor”** means any person (including any entity or individual but excluding an employee of Cellebrite) appointed by or on behalf of Cellebrite to Process Customer Personal Data under the Agreement.

The terms **“Business”**, **“Controller”**, **“Process”**, **“Processing”**, **“Processor”**, **“Sell”**, **“Share”**, and **“Service Provider”** shall have the same meaning assigned to them under applicable Data Protection Laws. The term “Controller” is deemed to include “Business” and the term “Processor” is deemed to include “Service Provider”.

2. **Roles.** Customer and Cellebrite acknowledge and agree that to the extent Data Protection Laws apply to the Processing of Customer Personal Data under the Agreement, Customer is the Controller, and Cellebrite is the Processor. For the avoidance of doubt, this DPA does not relieve either Party from the liability imposed on it under applicable Data Protection Laws by virtue of its role in the Agreement and this DPA.
3. **Customer Obligations.** Customer has the sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the means by which Customer acquires Customer Personal Data and shares Customer Personal Data with Cellebrite. Customer will use the Services in compliance with all applicable Laws. Customer represents and warrants that: (i) it provides and shall provide all notices as may be required to inform individuals about the Processing and their rights provided by and in compliance with applicable Data Protection Laws; and (ii) it has collected all consents and confirmations and/or opt-outs as may be required for Processing and/or transfer of Personal Data under applicable Data Protection

Laws. Customer acknowledges and agrees that Cellebrite's systems are not Health Insurance Portability and Accountability Act (HIPAA) compliant or Payment Card Industry Data Security Standard (PCIDSS) compliant. Customer shall not upload any data which is subject to HIPAA or PCIDSS.

#### **4. Cellebrite Processing of Customer Personal Data.**

- a. Cellebrite will only Process Customer Personal Data on behalf of Customer for Business Purposes, to retain and employ Sub-Processors; for internal use by Cellebrite to build or improve the quality of the Services; to prevent, detect, or investigate data security incidents or protect against malicious, deceptive, fraudulent or illegal activity, for technical support (as needed), and for other purposes permitted by applicable law. The instructions set forth in this DPA, the Agreement, any Quote or other duly documented instructions are Customer's complete instructions to Cellebrite for the Processing of Customer Personal Data. The instructions are more fully set forth in Exhibit 1. The Parties acknowledge and agree that Customer is disclosing Customer Personal Data to Cellebrite only for Business Purposes.
  - b. Cellebrite will not: (i) retain, use, or disclose Customer Personal Data for any purpose, including, without limitation, any commercial purpose other than Business Purposes, unless expressly permitted by Data Protection Laws; (ii) Sell or Share Customer Personal Data; (iii) retain, use, or disclose Customer Personal Data for any purpose, outside of the Parties' direct business relationship, unless expressly permitted by Data Protection Laws; or (iv) combine or update Customer Personal Data with Personal Data collected from its own interaction with an individual or received from another source, unless expressly permitted by Data Protection Laws. Cellebrite certifies that it understands these provisions.
  - c. Cellebrite shall, without undue delay, refer any requests received from regulators or other governmental entities regarding Customer Personal Data or the privacy practices of Cellebrite to Customer. Unless otherwise required by applicable Law, Cellebrite shall not refer to or disclose any Customer Personal Data without Customer's prior written consent.
  - d. Cellebrite shall notify Customer, without undue delay, if it determines that it is no longer able to comply with its obligations under applicable Data Protection Laws.
  - e. Cellebrite shall comply with all applicable Data Protection Laws in the Processing of Customer Personal Data and provide the same level of privacy protection as required of Customer under applicable Data Protection Laws.
- 5. Assistance.** Cellebrite shall provide reasonable assistance to Customer with (i) complying with Customer's obligations in relation to the security of Processing Customer Personal Data and notification of a Data Breach, (ii) any data protection assessments, and (iii) any investigations by competent data privacy authorities, in each case solely in relation to Processing of Customer Personal Data by and taking into account the nature of the Processing and information available to Cellebrite. Cellebrite shall provide to Customer all information reasonably necessary to demonstrate compliance with applicable Data Protection Laws.
- 6. Individual Requests.** Upon Cellebrite's receipt of an individual's Privacy Rights Request, Cellebrite shall inform Customer of such request and instruct the individual to submit the request directly to Customer.
- 7. Technical and Organizational Measures.** Cellebrite will provide at least the same level of privacy protection as required by applicable Data Protection Laws. In its fulfillment of this obligation, Cellebrite confirms that it (i) has implemented and maintains technical and organizational security measures that are no less protective of Customer Personal Data than those set forth under ISO/IEC 27001, and (ii) maintains a valid certification of compliance with

ISO/IEC 27001 ("ISO Certification"). Such measures include taking appropriate administrative, physical, organizational, and technical safeguards to prevent and guard against the unauthorized or accidental access, disclosure, destruction, loss, processing, damage, or alteration of Customer Personal Data. Customer acknowledges and agrees that Cellebrite's ISO Certification provides an appropriate level of protection for Customer Personal Data, taking into account the risk associated with the Processing of such information.

- 8. Cellebrite Personnel.** Cellebrite shall ensure that its personnel engaged in the Processing of Customer Personal Data are informed of the confidential nature of Customer Personal Data and are subject to a duty of confidentiality with respect to such data.

**9. Audit.**

- a. Customer will have the right to take reasonable and appropriate steps to ensure that Cellebrite uses Customer Personal Data in a manner consistent with Customer's obligations under applicable Data Protection Laws. Cellebrite shall (i) make available to Customer a copy of Cellebrite's ISO Certification to Customer within ten (10) days of receipt of Customer's written request. If Cellebrite fails to provide its ISO Certification to Customer in accordance with this Section 9 [or Customer determines that the ISO Certification does not cover certain aspects it would like to audit], Customer shall notify Cellebrite of any aspects that are not covered and allow Cellebrite to provide alternative evidence of compliance. If such evidence is reasonably deemed not sufficient by Customer, the Parties will cooperate in good faith to determine how to address the Customer's concerns. Customer may exercise this right no more than once in any twelve (12) month period.
- b. Upon notification of unauthorized use of Customer Personal Data, Cellebrite shall have the right to take reasonable and appropriate steps to remediate the unauthorized use, and to this end, Cellebrite shall make available to the Customer Cellebrite's proposed remediation plan.

- 10. Data Breach.** Cellebrite shall, to the extent permitted by Law, notify Customer without undue delay and after Cellebrite becomes aware of a Data Breach affecting Customer Personal Data, provide Customer with necessary information to allow Customer to meet any obligations to report or inform individual(s) and/or regulators of the Data Breach under applicable Data Protection Laws. If it is determined that Cellebrite or a Sub-processor is responsible for the Data Breach, Cellebrite shall review the applicable technical and organizational measures and, if needed, make appropriate changes to prevent such Data Breach from occurring in the future.

**11. Sub-processing.**

- a. Customer hereby approves the Sub-processors that are listed in Exhibit 2.
- b. Cellebrite shall provide written notice to Customer within thirty (30) calendar days of executing a new agreement with a new Sub-processor, and Customer will have thirty (30) calendar days to provide written notice of its objection to such Sub-processor. Where Customer reasonably objects to a Sub-processor on reasonable data protection grounds, Customer may terminate the Agreement to the extent it relates to the Services, which require use of the proposed Sub-processor.
- c. Cellebrite shall enter into a written agreement with each Sub-processor that complies with Data Protection Laws and imposes data protection obligations that are no less protective of Customer Personal Data than Cellebrite's obligations under this DPA.

**12. Deletion or Return of Customer Personal Data.** All Customer Personal Data is deleted upon Cellebrite's completion of each Processing Sequence (as defined in Exhibit 1 hereto). By virtue of the Services performed by Cellebrite, Cellebrite neither retains nor has access to Customer Personal Data.

**13. General.**

- a. Limitation of Liability.** Limitation of Liability under this DPA is subject to the Limitation of Liability section(s) of the Agreement. Notwithstanding the foregoing, no provision of this DPA shall be deemed to waive or limit the rights of an individual or competent regulatory authority under applicable Data Protection Laws.
- b. Order of Precedence.** In the event of a conflict between the terms of this DPA, Quote, and the Agreement with respect to the subject matter herein, the following order of precedence shall apply: (i) this DPA; (ii) the Agreement; (iii) Quote(s).
- c. Changes in Data Protection Laws.** If any amendment is required for this DPA as a result of a change in applicable Law (including Data Protection Laws), then either Party may provide written notice to the other Party of that change in Law. The Parties will discuss and negotiate in good faith any necessary amendment to the Agreement or this DPA to address such changes. The Parties shall without undue delay discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in the notice as soon as is reasonably practicable. If the Parties fail to amend the Agreement or this DPA, the notifying Party may terminate the Agreement upon written notice to the other Party.
- d. Term.** The term ("Term") of this DPA will commence on the Effective Date and end simultaneously and automatically at the later of: (i) the termination of the Agreement; or (ii) when Cellebrite is no longer in possession of any Customer Personal Data.
- e. Jurisdiction and Governing Law.** The Parties hereby submit to the choice of law and jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination, or the consequences of its nullity.
- f. Severability.** Should any provision of this DPA be deemed invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, construed in a manner as if the invalid or unenforceable part had never been contained therein.
- g. Exhibits.** All Exhibits to this DPA are hereby incorporated by reference into, and made a part of, this DPA.

**EXHIBIT B1**

**Description of Processing**

**Categories of individuals whose Personal Data is Processed:** Employees; Contractors, Clients, Consultants, etc. and contacts of these persons.

**Customer Personal Data Processed:** Any Customer Personal Data contained on the device scanned.

**The frequency and duration of the Processing:** Upon Customer initiation, Cellebrite shall convert the files from the format in which they were uploaded to the format agreed upon between Customer and Cellebrite. This Process can last up to 24 hours, after which time it is deleted from the system (the "**Processing Sequence**"). Notwithstanding the foregoing, if there is a technical interruption or error when deleting the data, Cellebrite shall force delete any residing data after one week ("**Eliminating Sequence**").

**Nature of the Processing:** Cellebrite will collect, transmit, convert, use, and otherwise Process Customer Personal Data following which Cellebrite will delete the Customer Personal Data in accordance with the Processing Sequence.

**Purpose(s) of the Processing:** The purpose of the Processing is to convert files containing Customer Personal Data to a format agreed upon between Customer and Cellebrite.

**The period for which the Customer Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:** Cellebrite will retain Customer Personal Data only during the Processing Sequence or any Eliminating Sequence, following which the Customer Personal Data will be deleted.

## **EXHIBIT B2**

### **Cellebrite Sub-processors**

<b>Name of sub-processor</b>	<b>Subject matter and nature of sub-processor processing</b>	<b>Duration of sub-processing</b>
Amazon AWS	Cloud infrastructure provider	Duration of the engagement



## ENDPOINT SAAS APRIL 2025

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

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

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

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

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

"Affiliate" of a party means such party's parent corporation, an entity under the control of such party's parent corporation at any tier or an entity controlled by such party at any tier. For these purposes, "control" shall mean the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of more than 50% of the outstanding voting interests in such entity or otherwise.

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

“Authorized Users” means the number of Users that Buyer is licensed to have access to the applicable Software. If the number of Authorized Users is not set forth in the Agreement, the number of Authorized Users shall be deemed to be the number of Products purchased by Buyer and shall be deemed to be a number of Concurrent Users. The number of Authorized Users may be expressed in the Agreement as a number of Concurrent Users, a number of Unique Users or a combination of both Concurrent Users and Unique Users.

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

“Concurrent Users” means the number of Users of Buyer concurrently accessing the Software. 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. “License Authorization Software” means Software that is provided together with hardware on which it is embedded that is used to validate the authorized use of Standalone Software.

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

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

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

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

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

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

“Unique Users” means a User authorized by Buyer to use Software through the assignment a single user ID, regardless of whether such User is using Software at any given time. A non-human device is counted as a Unique User in addition to any individual human user authorized to use the Software, if such device can access the Software.

“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, Cellebrite hereby grants to Buyer, and Buyer accepts, upon delivery of any Software, during the License Term a non-exclusive, non-transferable license to (i) use each copy of such Software, in executable form only, provided by Cellebrite, and any accompanying Documentation, only for Buyer’s internal use in connection with the Products, in the Territory (or any other location specifically authorized by Cellebrite in writing) and only as authorized in the Agreement, subject to the restrictions in Section 2.E, 2.F and, if applicable, 2.D; (ii) only allow a number of Users to use the Software that is equal to or less than the number and type of Authorized Users specified in the Agreement, even if available on a higher number of computer systems; (iii) make a reasonable number of copies of Software, other than Embedded Software, for use only as licensed in this EULA, though in no case more than the number of Authorized Users; and (iv) make one (1) copy of Software, other than Embedded Software, for backup, archival or disaster recovery purposes.
- i. Embedded Software Limitations. Buyer shall use any Embedded Software solely for execution on the unit of Product originally delivered to Buyer with such Embedded Software installed, or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such Embedded Software that Cellebrite has licensed to Buyer may be loaded and executed only on the unit of Product on which any originally licensed Software is authorized to execute.

- ii. License Exclusion. Notwithstanding any other provision of this EULA, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software or associated Update or Upgrade on any Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.
- iii. Single Product; Single Authorization Product. Buyer's license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite's authorized reseller. Buyer's license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such Standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite's authorized reseller.

B. Updates and Upgrades.

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

C. Specific License Terms for UFED Family of Products. The terms in this Section 2.C apply only to the UFED family of products (including without limitation UFED Logical, UFED Ultimate, UFED Physical Analyzer, UFED Logical Analyzer, UFED Phone Detective, UFED Link Analysis).

- i. Any use or operation of the Cellebrite UFED family of products in connection with any product and/or cellular device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User of the Cellebrite UFED family of products has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.
  - ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO BUYER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE UFED FAMILY OF PRODUCTS IN CONNECTION WITH ANY PRODUCT AND/OR CELLULAR DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.
  - iii. Buyer represents, warrants and covenants to Cellebrite that (a) only Users of Buyer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Cellebrite UFED family of products; (b) Users of Buyer shall only use any of the Cellebrite UFED family of products in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Buyer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.
- D. License Terms for Educational Use. If Buyer's purchase order or the Agreement indicates that Buyer is purchasing any Product and/or licensing any Software for educational use only, the following terms and conditions apply:
  - i. Buyer hereby agrees not to use any Software which is licensed as being for educational use only for any purposes other than training of Buyer's employees, or, if Buyer is an accredited educational institution that is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any Law that replaces the same, for training of students who are full- or part-time students enrolled in a degree-granting program equivalent to a Bachelor's or higher degree.
  - ii. Unless otherwise agreed to in the Agreement, the prohibition regarding use of Products for training other than for training of Buyer's employees set forth in Section 2.F(n) shall continue to apply. Nothing in this EULA permits Buyer to use any trade marks of Cellebrite.
- E. No Right to Sublicense or Assign. Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided in this Section 2 is sublicensable, transferable or assignable by Buyer, including by operation of Law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Buyer shall be null and void.
- F. License Prohibitions. Notwithstanding anything to the contrary in this EULA, Buyer shall not, alone, through a User, an Affiliate or a Third Party (or allow a User, an Affiliate or a Third Party to): (a) modify any Software; (b) reverse compile, reverse assemble, reverse engineer or

otherwise translate all or any portion of any Software; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Software; (d) use any Software on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Software, except as provided for in the license grant above; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Software; (f) distribute any copy of any Software to any Third Party, including without limitation selling any Product in a secondhand market; (g) use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite; (h) disclose any results of testing or benchmarking of any Software to any Third Party; (i) use any Update or Upgrade beyond those to which Buyer is entitled or with any Software to which Buyer does not have a valid, current license; (j) deactivate, modify or impair the functioning of any disabling code in any Software; (k) circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms; (l) use any Software in violation of any applicable Law or to support any illegal activity; (m) use any Software to violate any rights of any Third Party; (n) use any Product for any training purposes, other than for training Buyer's employees, where Buyer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing; or (o) attempt any of the foregoing. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

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

3. **OWNERSHIP** – Cellebrite (or its licensors) retains ownership of all right, title and interest in and to any Software and Documentation and any derivative works thereof, and all copies of the Software and/or Documentation. Nothing in this EULA constitutes a sale, transfer or conveyance of any right, title or interest in any Software and/or Documentation or any derivative works thereof. Notwithstanding anything to the contrary, all Software is licensed and not sold and any reference to a sale of Software shall be understood as a license to Software under the terms and conditions of the Agreement.
4. **CONFIDENTIALITY** – Buyer and/or Cellebrite may each disclose to the other proprietary marketing, technical or business information related to the subject of the Agreement (“Confidential Information”). Technical information relating to Software or Documentation and any Software or Documentation is Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked “confidential”, “proprietary” or the like to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

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

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

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

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

## 5. **EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.**



- A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and “damages” shall be deemed to refer collectively to all injury, damage, loss or expense incurred.
- B. Exclusive Remedies. Cellebrite’s entire liability and Buyer’s exclusive remedies against Cellebrite for any damages caused by any Product or Software defect or failure, or arising from the performance or non-performance of any obligation hereunder, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:
- i. For bodily injury or death to any person proximately caused by Cellebrite, Buyer’s direct damages; and
  - ii. For claims other than as set forth above, Cellebrite’s liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Buyer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.
- C. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS EULA, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.
- D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN BUYER.
- E. Third Party Software Liability. Notwithstanding anything to the contrary in this EULA, Cellebrite shall not be liable to Buyer or any User for any damages due to use of any Third Party Software. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall govern and apply with respect to the use of each such Third Party Software.
6. **BUYER INDEMNITY** – To the maximum extent permitted by applicable Law, Buyer shall, at its expense: (i) indemnify and hold Cellebrite and its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers harmless from and against any damages, claim, liabilities and expenses (including without limitation legal expenses) (whether brought by a Third Party or an employee, consultant or agent of Buyer’s) arising out of any (a) use of any Product or Software furnished under the Agreement in a manner other than as authorized under this EULA, including without limitation using the Product or Software in a manner that violates applicable Law including without limitation a person’s fourth amendment rights under the United States Constitution (or its equivalent in the Territory), (b) misappropriation of a person’s list of contacts or other personal information, (c) failure to obtain consents and approvals required by applicable Law for the use of any of the UFED family of products in connection with a Third Party product and/or cellular device, as required under

Section 2.C hereof or (d) use of any Product or Software furnished under the Agreement in breach of or to violate the terms of service, terms of use or other agreement with a Third Party; (ii) reimburse Cellebrite for any expenses, costs and liabilities (including without limitation legal expenses) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

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

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

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

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

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

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

## 8. WARRANTY

- A. Hardware Warranty. Subject to Buyer's compliance with the Agreement, Cellebrite warrants to Buyer that each Product, but not Software, related services or prototypes of any such Product, shall be materially in conformance with the written specification furnished or agreed to by Cellebrite for six (6) months after delivery (the "Warranty Period"). If any failure to materially conform to such specification ("Defect") is suspected in any Product during the Warranty Period, Buyer, after obtaining return authorization information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyze the failures, making use, when appropriate, of technical information provided by Buyer relating to the circumstances surrounding such failures. Cellebrite will verify whether any Defect appears in the applicable Product. If a returned Product does not have a Defect, Buyer shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at Cellebrite's sole option, either repair or replace the defective Product with the same or equivalent Product without charge or, if such repair or replacement has not occurred by the forty fifth (45th) day following Cellebrite's receipt of the returned Product, credit or refund (at Buyer's option) the purchase price within ten (10) days after such forty fifth (45th) day; provided: (i) Buyer notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Buyer knows or reasonably should know of the claimed Defect, (ii) the claimed Defect actually exists, and (iii) the Defect appears within the Warranty Period. Cellebrite shall deliver any replacement Product to Buyer (Ex Works Cellebrite's loading dock, Incoterms 2010). Any replaced Product or replaced parts of any Product shall become Cellebrite's property. In no event shall Cellebrite be responsible for de-installation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty are warranted to be free from Defects as set forth above with respect to any Defect that appears (i) within three (3) months after the date of repair or replacement or (ii) prior to the expiration of the original Warranty Period, whichever is later.
- B. Touch Screen Exclusion. Notwithstanding Section 8.A, the Warranty Period for the touch screen of any Product with a touch screen is the period from the date of Buyer's initial receipt of the Product until thirty (30) days after such date.
- C. Warranty of Title. Cellebrite warrants to Buyer that any title conveyed hereunder (excluding Software) shall be good and its transfer rightful, and that the Products delivered under this EULA shall be free from any liens, encumbrances and restrictions.
- D. Software Warranty. Cellebrite warrants to Buyer that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformity with its Documentation. As Buyer's sole and exclusive remedy, Cellebrite will, at its sole expense, in its sole discretion and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty.
- E. Third Party Software Warranty. Notwithstanding anything to the contrary in this EULA, Cellebrite does not provide any warranty with respect to any Third Party Software. The warranty under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall govern and apply with respect to each such Third Party Software warranty.

- F. Exclusions. Notwithstanding anything to the contrary in this warranty, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to defects in Products or Software in the following cases: (a) Buyer's misuse, damage or unauthorized modification of any Products or Software; (b) Buyer's combination of any Products or Software with other products or software, other than as authorized in writing by Cellebrite, including without limitation any installation of any software on any Product without Cellebrite's prior written approval; (c) placement of any Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Buyer; (d) Buyer's intentional or negligent actions or omissions, including without limitation physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including without limitation ordinary wear and tear, cracks or scratches; (f) for any Product with a touch screen, any defect in such a touch screen after thirty (30) days after the date of receipt of such Product, or any defect caused in a touch screen by Buyer's negligence or willful misconduct; (g) maintenance of any Product or Software in a manner that is contrary to specific written instructions provided by Cellebrite to Buyer; (h) a usage of a product or service not provided, authorized or approved by Cellebrite for use with any Product or Software; (i) any repair services not authorized or approved by Cellebrite; (j) any design, documentation, materials, test data or diagnostics supplied by Buyer that have not been authorized or approved by Cellebrite; (k) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS"); (l) any Third Party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (m) any damage to a Third Party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (n) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (o) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorized by an agreement between Cellebrite and Buyer; (p) any prejudicing of Cellebrite's ability to repair a defect caused by Buyer's failure to promptly notify Cellebrite in writing of such Defect; or (q) any Product or Software that has been resold or otherwise transferred to a Third Party by Buyer (each of (a)-(q), an "Excluded Item"). Without limiting the foregoing, Cellebrite's obligations under the warranty provided hereunder are conditioned upon Buyer's compliance with the terms of the Agreement.
- G. Limitation. Without limiting the foregoing, Cellebrite does not warrant that (i) the operation of any Software and/or Product will be error-free; (ii) all defects in any Software and/or Product will be corrected; or (iii) any Software may not operate on hardware or operating systems or in conjunction with other software other than as expressly specified in the Documentation or approved by Cellebrite in writing.
- H. Warranty Limitations. EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS AFFILIATES, AND ITS AND THEIR SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER IS COMMERCIALY FEASIBLE, TO CREDIT OR REFUND (AT BUYER'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. THE

ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND PRODUCT REMAINS WITH BUYER.

- I. Repaired or Replaced Products. Before returning a Product for service, Cellebrite recommends that Buyer back up any data contained in such a Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, OR LOSS OR CORRUPTION OF, ANY RECORDS, PROGRAMS OR OTHER DATA RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

## **9.     DISABLING CODE**

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

## **10.    TERM AND TERMINATION**

- A. Term. The term of this EULA is while any Software is under Buyer's control or possession. Notwithstanding the foregoing, (i) the license to any Software may be terminated by Cellebrite if Buyer has not paid any invoice sixty (60) days after such invoice is due; and (ii) the license to any Software is only during the License Term applicable to such Software. The License Term shall be determined in a separate agreement between Cellebrite and the Buyer.
- B. Termination. Cellebrite shall have the right to terminate this EULA upon thirty (30) days' prior written notice to Buyer if Buyer has not cured any material breach of this EULA by the end of such thirty (30) day notice period. Upon termination of this EULA for any reason, (i) Buyer shall be responsible for payment for all purchase orders delivered to Buyer by Cellebrite before the effective date of termination; and (ii) Buyer shall destroy all copies of any Software under Buyer's control or possession.
- C. Survival. The provisions of Sections 1, 2.C, 2.E, 2.F, 2.H, 2.I, 3, 4, 5, 6, 9, 10.C, and 11-15 of this EULA shall survive any termination in accordance with their terms. In addition, any purchase order accepted by Cellebrite prior to the effective date of termination shall survive in accordance with its terms.

## **11.    CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE; AUDIT RIGHT**

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

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

- B. Governing Language. The parties hereto have required that this EULA be drawn in the English language, and that the English language version shall control over any translations thereof. If Buyer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette EULA soient redigés en anglais.
- C. Audit Right. Cellebrite may, upon reasonable notice to Buyer, audit, or cause its representative to audit, any and all records of Buyer relating to Software licenses, including the number of Concurrent Users and/or Unique Users of Software, under this Agreement. Buyer further agrees to maintain its books and records relating to Buyer's Software licenses for a period of three (3) years after the later of the last purchase order under this Agreement or the date of the last Update or Upgrade to any Software, and to make such books and records available to Cellebrite or its representative during normal business hours at any time or times within such three (3) year period. In the event such an audit identifies use of any Software other than as licensed under this Agreement, Buyer shall pay Cellebrite's costs of such audit, any additional license fees which are due with respect to such unauthorized use, any interest on any such license fees (at the rate of one and a half percent (1.5%) per month, or the maximum rate permitted by applicable law if lower, from the date at which such Software should have been licensed until the date such payment is made) and any additional fees for using the Software other than as licensed under this Agreement. For clarity, Cellebrite shall pay the costs of any such audit, unless Buyer has used any Software other than as licensed under this Agreement.
- D. Records. Buyer shall maintain accurate records as necessary to verify compliance with this Agreement, for the time period specified in Section 11.C. Upon Cellebrite's request, Buyer shall furnish such records to Cellebrite and certify its compliance with this Agreement.

12. **ASSIGNMENT** – Neither party may assign its rights and obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this EULA to any Affiliate of the other or to an acquirer (by purchase, merger or otherwise) of all or substantially all of such party's business or assets relating to this EULA, provided that (i) the assignee promptly notifies Cellebrite and agrees in writing to Cellebrite to be bound by the terms and conditions of this EULA, (ii) neither the assignor nor assignee are in default hereunder. Any attempted assignment other than as permitted herein shall be null and void.

13. **NON-WAIVER** – No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.
14. **ENTIRE AGREEMENT** – The terms and conditions contained in this EULA supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this EULA, except as provided for in the preamble to this EULA regarding the order of precedence. This EULA may not be modified or amended except by a writing signed by Buyer and Cellebrite.
15. **CONSTRUCTION; SEVERABILITY** – The headings used in this EULA are for reference purposes only and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision hereof. If any provision or part hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such provision or part hereof shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such provision or part hereof, it shall be severed herefrom, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect unless such severance effects such a material change as to render the EULA unreasonable. In case of any inconsistency between this EULA and any other agreement, document and/or instrument entered into by Buyer and Cellebrite, the terms of this EULA shall prevail, except to the extent of the order of precedence set forth above.

Release Date: September 14, 2016

## **CELLEBRITE PATHFINDER ADDENDUM**

### **1. General.**

- a. Definitions. Any capitalized terms not defined herein shall have the meaning ascribed to such term in the General Terms and Conditions ("GTC") available at: <https://legal.cellebrite.com/us/index.html> or the End User License Agreement ("EULA") available at: <https://legal.cellebrite.com/End-User-License-Agreement.html>, as applicable.
- b. Conflicting Provisions. In case of any conflict between the provisions of this Addendum and any provision of the GTC or the EULA referenced therein, the provisions of this Addendum shall prevail.
- c. In the event of any conflict, ambiguity or inconsistency between the provisions of this Cellebrite Premium Addendum, the Agreement, the GTCs and/or any other provision relating to the Product in any other document, such as a Quote, the following order of precedence shall apply: (1) this Addendum; (2) the Agreement; (3) the Quote; (4) a Confirmed PO; and (5) the terms of any other document relating to the Product.
- d. Entire Agreement. This Addendum shall form an integral part of the Agreement. Unless expressly specified herein, all other terms and conditions in the Agreement shall apply and shall remain in full force and effect, to the extent they are relevant and/or effective.

### **2. Setup and Deployment**

- a. Setup. Following the Effective Date of the Agreement, the Parties shall have a meeting during which the Parties will agree, in writing, on the anticipated deployment schedule and plan for the Software with the Licensee's system. At this meeting, the Parties will agree on the details of the instalment, deployment and setup of the Software with the Licensee's system ("Setup"), and such details shall be set out in a Statement of Work which will be attached as Annex A to the Agreement ("SOW") and will be considered part of the Agreement.
- b. Deployment. Licensee undertakes to provide Cellebrite and/or any third party acting on its behalf, full access to its premises, at reasonable working hours, in order to perform and complete the Setup and its obligations under the SOW. Licensee shall provide Cellebrite with all information, documentation and materials requested by Cellebrite to commence the Setup. Cellebrite shall commence work on the on premise Setup only after it received all such information, documentation and materials. If Licensee does not provide the materials and documents required or requested by Cellebrite within a reasonable time Cellebrite will have the right to terminate this Agreement.

### **3. Licensee Obligations**

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



3. all hosting, IT and bandwidth services concerning the Software, where applicable.
- b. The Licensee shall be responsible and liable for obtaining and maintaining any regulatory approval, license, permit, certifications or consent for operating the Software and performing all of its other obligations and activities under these GTC and the Agreement as required by any regulator, as well as for compliance with any and all applicable legislation relating to the Licensee's performance under these GTC and the Agreement, including applicable trading, data protection and criminal laws and other applicable laws to which Licensee, the Software and the Product are subject and procuring the infrastructure necessary to maintain connectivity with the applicable regulator. Cellebrite shall have the right to terminate this Agreement with immediate effect by written notice to the Licensee if Licensee's fails to promptly obtain or maintain any such Licensee regulatory licenses or comply with applicable law.
  - c. Licensee shall carry out all other Licensee responsibilities set out in the Agreement, the SOW, these GTC or in any other document in a timely and efficient manner. In the event of any delays in the Licensee's provision of such assistance as agreed by the Parties, Cellebrite may adjust any timetable or deployment date as reasonably necessary.

## SAAS TERMS OF SERVICE

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

### 1. DEFINITIONS.

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

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

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

“**Authorized Purposes**” means Customer’s internal business purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. ORDERS; LICENSES; AND RESTRICTIONS.**

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

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

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

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

### **3. THIRD PARTY OFFERINGS.**

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

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

**3.3 Open Source Software.** Services may use and/or be provided with third party open source software, libraries or other components ("**Open Source Component**"). To the extent so stipulated by the license that governs each Open Source Component ("**Open Source License**"), each such Open Source Component is licensed directly to Customer from its respective licensors and not sublicensed to Customer by Cellebrite, and such Open Source Component is subject to its respective Open Source License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.

If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Customer, and such source code was not delivered to Customer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Customer shall contact Cellebrite at [support@cellebrite.com](mailto:support@cellebrite.com).

### **4. PASSWORDS; SECURITY.**

**4.1 Passwords.** Customer shall be, and shall ensure that each of their Affiliates and their respective Users are, responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the User. Customer is solely responsible for any and all access and use of the Cellebrite Services. Customer shall, and shall ensure that Customer's Affiliates, restrict its Users from sharing passwords. Customer agrees to immediately notify Cellebrite of any unauthorized use of or access to any account, or any other breach

of security known to Customer. Cellebrite shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section.

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

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

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

## **5. CUSTOMER OBLIGATIONS.**

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

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

**5.3 Permissions and Responsibilities for Customer Data.** Customer represents, warrants and agrees that: (i) it has provided and will provide all notices, and has obtained and will obtain, all approvals, permits, licenses, consents, authorizations, registrations, permissions, certifications, rulings, orders, judgments and other authorizations from any applicable person, employee representative body, regulatory authority, or third party entity or person necessary for Customer's or its Users' use of the Cellebrite Services and for Cellebrite to perform or provide any services related to the Cellebrite Services, including, but not limited to, Cellebrite's processing the Customer Data for the such purposes ("**Permissions**"). Permissions include rights for Cellebrite to use, access, intercept, analyze, transmit, copy, modify, and store all of the intellectual property rights, Customer Data, Personal Information, confidential information, or other data or information that may be used, accessed, intercepted, transmitted, copied, modified or stored by Cellebrite to perform or provide any Cellebrite Services to Customer; (ii) it has the right to be in possession of, access, interact with and otherwise use, all devices, equipment, programs, data (including Customer Data) and media (including any telecommunications systems) that are being used in connection with the Cellebrite Services and that the use of the Cellebrite Services, including any instructions given to Cellebrite in connection with the same, is made in compliance with all applicable laws; and (iii) all information provided by or on behalf of Cellebrite during the term of the Agreement shall be complete and accurate in all material respects, and that Customer is entitled to provide the information to Cellebrite for its use as contemplated under the Agreement. Customer acknowledges that: (i) Customer is exclusively responsible to determine what Customer Data it feeds into the Services and is solely responsible to determine the nature, content, characteristics of the Customer Data that it feeds into the Services; and (ii) Cellebrite assumes no responsibility for the nature, content, characteristics or consequences of the Customer Data (whether in their form inbound to the Services, or in their form outbound back to the Customer), and that Customer shall have no plea, claim or demand, and waives any such claims, pleas or demands, of whatever nature, for any of the foregoing.

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

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

## **6. AVAILABILITY; SUPPORT**

**6.1 Availability.** Subject to the terms and conditions of these Terms, Cellebrite will use commercially reasonable efforts to make the Cellebrite Service available with minimal downtime 24 hours a day, 7 days a week; provided, however, that the following are excepted from availability

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

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

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

(a) **"Included Guardian Annual Services"** shall mean services to be provided to Customers using Cellebrite's Guardian solution (respectively, **"Guardian"** and **"Guardian Customers"**) with respect to new (other than renewals) Guardian subscriptions issued under Quotes dated February 15, 2022 onwards; Such services may include first installation assistance and/or web-based guidance and/or implementation, all as defined and/or as shall be defined from time to time by Cellebrite at its sole and absolute discretion.

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

**7. FEES AND PAYMENT.**

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

**7.2 Total Purchase Price.** Customer shall pay Cellebrite the total price as set forth in the Order Form (**"Total Purchase Price"**). Cellebrite may charge Customer for any modifications to an accepted Order Form.

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

**7.4 Terms of Payment and Default Interest.** Payment for the Services under any confirmed Order Form shall be in accordance with the payment terms set forth in the Cellebrite Quote, issued by Cellebrite pursuant to this Agreement (the **"Quote"**). Failure to make due payment in accordance with

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

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

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

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

## **8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.**

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

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

**8.3 Cellebrite Service Warranty.** Cellebrite warrants that during the relevant Subscription Term, the Cellebrite Service will conform, in all material respects, with the Documentation, PROVIDED, HOWEVER, THAT CELLEBRITE DOES NOT MAKE, AND HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE PROPER STORAGE OF THE CUSTOMER DATA (WHETHER IN ITS INBOUND OUTBOUND FORM), OR ITS DATA-INTEGRITY, AVAILABILITY OR ABSENCE OF MODIFICATIONS THERETO. For a breach of the foregoing warranty, Cellebrite will, at no additional cost to Customer, provide remedial services necessary to



enable the Cellebrite Service to conform to the warranty. The Customer will provide Cellebrite with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Cellebrite Service has been utilized by the Customer in accordance with the Order Form and this Agreement.

**8.4 Ancillary and Support Services Warranty.** Cellebrite warrants that any Ancillary Services and the Support Services provided hereunder shall be provided in a competent and professional manner and in accordance with any specifications set forth in the Order Form in all material respects. If the Ancillary Services or the Support Services are not performed in conformity with the foregoing warranty, then, upon the Customer's written request, Cellebrite shall promptly re-perform, or cause to be re-performed, such Ancillary Services or Support Services, at no additional charge to the Customer. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Ancillary Services or the Support Services.

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

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

## **9. Trial**

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

**9.2 Feedback.** During the Trial, the Customer agrees to provide reasonable reports as requested by Cellebrite, which may disclose, inter alia, (1) which portions of the services have been used, (2) errors or difficulties discovered in sufficient detail to allow Cellebrite to recreate the errors and difficulties, and (3) other data which is reasonably requested by Cellebrite. The Customer agrees to

notify Cellebrite by telephone as promptly as practicable of the discovery of a material error or difficulty in the Trial. All and any reports and feedback provided by the Customer to Cellebrite shall be considered the Proprietary Information of Cellebrite alone.

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

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

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

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

## **9.a FREEMIUM**

**9.a.1 General.** Cellebrite may invite Customer to try at no charge services that are generally available to Cellebrite customers ("Freemium"). Customer may accept or decline any such invite in its sole discretion. If Customer accepts, such services and the Customer's access and use thereof shall be subject to the terms of this Agreement. Any Freemium license granted by Cellebrite to Customer shall be non-exclusive, non-transferable, limited and non-assignable, and with or without charge as shall be determined by Cellebrite. Cellebrite has the right to immediately revoke a Freemium license at any time in its sole discretion.

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

**9.a.3 Warranty.** The Service is provided free of charge and on "AS IS" and "as available" basis. Cellebrite disclaims any warranty relating to the Freemium, express or implied, or statutory, including, but not limited to implied warranties, duties or conditions of merchantability, fitness for a particular purpose, accuracy or completeness with regard to the Freemium. Therefore, the entire risk arising out of the use or performance of Freemium remains with Customer and the Customer is advised to safeguard important data, to use caution and not to rely in any way on the correct functioning or performance of the Freemium and/or accompanying materials.

**9.a.4 Liability.** Notwithstanding any other term of this Agreement, Cellebrite shall not be liable and shall not indemnify Customer in any nature whatsoever for any direct, indirect special, consequential or indirect losses or damages, arising from the performance or non-performance of any aspect of the Freemium or from the execution or termination of this Agreement for the provision of Freemium or from any cause whatsoever arising from or in any way related to the manufacture, sale, handling or use of the Freemium, whether or not any party shall have been made aware of the possibility of such losses. Customer acknowledges that the Freemium is provided to it without any compensation to Cellebrite therefore this section is a fundamental element in this Agreement and Cellebrite would not provide the Freemium without such limitations.

**9.a.5 Indemnity.** Customer 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 Customer's) arising from: (a) any use of the Freemium in a manner other than as authorized under this Agreement or under any applicable law, rule or regulation; or (b) Customer's breach of confidentiality and/or proprietary obligations hereunder; (ii) reimburse Cellebrite for any expenses, costs and liabilities incurred relating to such claim or due to any loss, theft of or damage to the Freemium; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

**9.a.6 Term.** A Freemium shall be in effect for a period of ninety (90) days as of the date of its acceptance by Customer, unless indicated otherwise by Cellebrite to the Customer in writing. A Freemium may be terminated by either party for any reason by providing a written notice to the other party. Upon termination or expiration of a Freemium, for any reason, the right of use and access to the Freemium services hereunder shall terminate. Customer shall be granted access to remove any of its data within 30 days hereafter. Customer shall immediately return any and all documents, notes and other materials assessing the functionality of the Freemium, as applicable, to Cellebrite, including all Proprietary Information and all copies made thereof.

## **10. INDEMNIFICATION.**

### **10.1 Cellebrite Indemnity.**

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

**II. Mitigation.** If any claim which Cellebrite is obligated to defend has occurred, or in Cellebrite's determination is likely to occur, Cellebrite may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the Cellebrite Services, (b) substitute a functionality equivalent, non-infringing replacement for such the Cellebrite Services, (c) modify the Cellebrite Services to make it non-infringing and functionally equivalent, or (d) terminate these Terms and refund to Customer any prepaid amounts attributable the period of time between the date Customer was unable to use the Cellebrite Services due to such claim and the remaining days in the then-current Subscription Term.

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

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

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

## 11. **CONFIDENTIALITY.**

11.1 **Confidential Information.** "**Confidential Information**" means any and all non-public technical and non-technical information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in any form or medium, whether oral, written, graphical or electronic, pursuant to these Terms, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business; and (d) the terms of these Terms and any Order Form or Statement of Work. Confidential Information of Cellebrite shall include the Cellebrite Service, the documentation, the pricing, and the terms and conditions of this agreement. Confidential Information also includes all summaries and abstracts of Confidential Information.

11.2 **Non-Disclosure.** Each party acknowledges that in the course of the performance of these Terms, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times, both during the Term and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under these Terms. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care),

and to take appropriate action by instruction or agreement with its employees, Affiliates or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, affiliates and agents who need access to such Confidential Information in order to effect the intent of these Terms and who are subject to confidentiality obligations at least as stringent as the obligations set forth in these Terms.

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

**11.4 Injunctive Relief.** The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

## **12. PROPRIETARY RIGHTS.**

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

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

**12.3 Aggregated Statistics.** Notwithstanding anything else in these Terms or otherwise, Cellebrite may monitor Customer's use of the Services and use Customer Data, and Other Information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Cellebrite Services and any data about how the Cellebrite product and/or Services are used by the Customer and/or its Users ("**Aggregated Statistics**"). As between Cellebrite and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, belong to and are retained solely by Cellebrite. Customer acknowledges that Cellebrite will be compiling Aggregated Statistics based on Customer Data, Other Information, and information input by other customers into the Cellebrite Service and Customer agrees

that Cellebrite may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner permitted by applicable law or regulation and for any purpose of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

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

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

**12.6 License to Deliverables.** Subject to Customer's compliance with these Terms, Cellebrite hereby grants Customer a limited, non-exclusive, non-transferable license during the Subscription Term to use the Deliverables solely in connection with Customer's authorized use of the Cellebrite Service. Notwithstanding any other provision of these Terms: (i) nothing herein shall be construed to assign or transfer any Intellectual Property Rights in the proprietary tools, source code samples, templates, libraries, know-how, techniques and expertise ("**Tools**") used by Cellebrite to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables; and (ii) the term "Deliverables" shall not include the Tools.

### **13. LIMITATION OF LIABILITY.**

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

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

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

CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

#### 14. TERM AND TERMINATION.

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

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

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

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

#### 15. MISCELLANEOUS.

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

15.2 **Governing Law.** This Agreement and any disputes or claims arising hereunder are governed by the laws of, and subject to the exclusive jurisdiction of, the country of incorporation of the Cellebrite entity that sold the Services to Customer, without giving effect to any choice of law rules or principles. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State of New York and subject to the exclusive jurisdiction of the federal or state courts in New York, without giving effect to any conflict of Law rules or principles. Notwithstanding anything to the contrary, in the event that the entity that sold



the Services to the Customer is Cellebrite GmbH, this Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the London courts and, without giving effect to any conflict of law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods (except that sales or licenses in the United States of America shall not exclude the application of General Obligations Law 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 Customer, including for injunctive relief, in any jurisdiction permitted by applicable law.

**15.3 U.S. Government Customers.** If Customer is a U.S. Federal Government entity, Cellebrite provides the Cellebrite Service, including related software and technology, for ultimate Federal Government end use solely in accordance with the following: Government technical data rights include only those rights customarily provided to the public with a commercial item or process and Government software rights related to the Cellebrite Service include only those rights customarily provided to the public, as defined in these Terms. The technical data rights and customary commercial software license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in these Terms. In addition, if the Customer is a U.S. Federal Government entity (or agency thereof), these Terms incorporate the following FAR provisions by reference: 52.222-50, 52.233-3, 52.222-54, 52.222-21, 52.222-26, 52.203-6, 52.204-10, 52.209-9, 52.212-4, 52.222-40, 52.222-41, 52.203-13, 52.222-36, 52.222-37, 52.233-4, 52.212-5, 52.209-10, 52.222-35, 52.222-53.

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

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



**15.6 Compliance.** Customer is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. Customer will comply with Cellebrite's Business Conduct Policy. Customer represents, warrants and covenants that it shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's services and/or products, including but not limited to the Services and shall only use the Services in compliance with all applicable laws and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations or the applicable foreign equivalents). Customer, its subsidiaries and Affiliates will not (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA), the UK Bribery Act or any other applicable antibribery or anti-corruption law. Customer further represents, covenants and warrants that it has, and shall cause each of its subsidiaries and/or Affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act or any other applicable anti-bribery or anti-corruption law. Upon Cellebrite's request, Customer will confirm in writing that it complies with this Section and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Customer is not complying with this Section then, after notifying Customer regarding the reasonable suspicion, Cellebrite may demand that Customer, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to verify Customer's compliance with this Section. Any such inspection can be executed by Cellebrite or its third party representative. In the event Customer is in contact with a Government Official concerning Cellebrite, discussing or negotiating, or Customer engages a third party to do so, Customer is obligated (i) to inform Cellebrite in advance and in writing, clearly defining the scope of the interaction, (ii) upon request, to provide Cellebrite with a written record of each conversation or meeting with a Government Official and (iii) to provide Cellebrite monthly a detailed expense report, with all original supporting documentation. A "Government Official" is any person performing duties on behalf of a public authority, government agency or department, public corporation or international organization. Cellebrite may immediately terminate this Agreement and any applicable Order Form if Customer violates its obligations under this Section. Nothing contained in this Section shall limit any additional rights or remedies available to Cellebrite. Customer shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section by Customer. Customer will pass on the provision of this Section to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section.

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

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

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

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

**15.11 Entire Agreement.** These Terms, including all applicable Order Forms, and Statements of Work, constitute the entire agreement between the parties relating to this subject matter and

supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

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

## **Exhibit A**

### **Data Processing Addendum**

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

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

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

§ Part One applies with general provision.

§ Party Two applies with respect to the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and supplementary GDPR legislations in EU member states), but only if Cellebrite Services to the Customer operate or Process Personal Data to any extent, in Cellebrite's offices in Singapore, Brazil, India, and Australia which are not member states of the European Economic Area, and are not territories or territorial sectors recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR.

§ Part Three applies with respect to the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and supplementary GDPR legislations in EU member states), but only if Cellebrite Services to the Customer operate and Process Personal Data exclusively in member states of the European Economic Area, or in territories or territorial sectors recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR.

§ Part Four applies with respect to the California Consumer Privacy Act of 2018 (CCPA).

#### **Part 1**

1. In the event of any conflicting stipulations between this Addendum and the Agreement or any other agreement in place between the parties, the stipulations of this Addendum shall prevail.
2. Any limitation of liability pursuant the Agreement shall apply to liability arising from or in connection with breach of this Addendum.
3. Cellebrite has appointed the person listed below as a contact person for data protection purposes:  
Mr. Ravid Petel, Compliance Officer – Privacy and Data Protection,  
Ravid.Petel@cellebrite.com.

#### **Part 2**

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

prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data.

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

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

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

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

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

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

3.4.1. Data Exporter: Customer.

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

3.4.1.2. Role: controller

3.4.2. Data Importer: Cellebrite.

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

3.4.2.2. Role: processor.

3.5. Description of Transfer:

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

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

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

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

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

combination, restriction, erasure and destruction.

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

3.5.7. The period for which the personal data will be retained: For the duration of the Services.

3.5.8. Transfers to the following main (sub-) processors:

Name of sub-processor	Subject matter and nature of sub-processor processing	Duration of sub-processing
Amazon AWS	Cloud infrastructure provider	Duration of the engagement

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

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

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

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

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

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

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

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

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

- Network Firewalls – designed to protect against network-based, malicious attacks and provide an additional layer of access control.
- Network Access Controls – Cellebrite has controls around network access and remote access, including 2- factor authentication and forced disconnection after a period of inactivity.

- **Network Segmentation** – VLAN and physical segmentation. Additional controls may be in place at the application layer which, are detailed below in the product specifications section of this packet.

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

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

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

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

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

### **Part 3**

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

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

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

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

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

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

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

6. Customer is and will always remain the 'Controller', and Cellebrite is and will remain at all times the 'Processor' (as these capitalized terms are defined and used in Data Protection Law). As a Processor, Cellebrite will Process the Personal Data only as set forth in this Addendum. Cellebrite and Customer are each responsible for complying with the Data Protection Law applicable to them in their roles as Controller and Processor.
7. Cellebrite will Process the Personal Data only on instructions from Customer documented in this Addendum or otherwise provided either in writing or through the options of the Services configurable by Customer. The foregoing applies unless Cellebrite is otherwise required by law to which it is subject (and in such a case, Cellebrite shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest). Cellebrite shall immediately inform Customer if, in Cellebrite's opinion, an instruction is in violation of Data Protection Law.
8. Cellebrite will make available to Customer all information in its disposal necessary to demonstrate compliance with the obligations under Data Protection Law.
9. Cellebrite will follow Customer's instructions to accommodate Data Subjects' requests to exercise their rights in relation to their Personal Data, including accessing their data, correcting it, restricting its processing or deleting it. Cellebrite will pass on to Customer requests that it receives (if any) from Data Subjects regarding their Personal Data Processed by Cellebrite. Cellebrite shall notify Customer of the receipt of such request as soon as possible, and no later than five (5) business days from the receipt of such request, together with the relevant details.
10. Customer authorizes Cellebrite to engage another processor for carrying out specific processing activities of the Services, provided that Cellebrite informs Customer at least 10 business days in advance of any new or substitute processor (including in respect of any material changes in the other processor's ownership or control), in which case Customer shall have the right to object, on reasoned grounds, to that new or replaced processor. If Customer so objects, Cellebrite may not engage that new or substitute processor for the purpose of Processing Personal Data in the provision of the Services. Customer hereby authorizes Cellebrite to engage the processors identified in Section 3.5.8 of Part 2 of the Addendum.
11. Without limiting the foregoing, in any event where Cellebrite engages another processor, Cellebrite will ensure that the same data protection obligations as set out in this Addendum are likewise imposed on that other processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Data Protection Legislation. Where the other processor fails to fulfil its data protection obligations, Cellebrite shall remain fully liable to Customer for the performance of that other processor's obligations.
12. Cellebrite and its other processors will only Process the Personal Data in member states of the European Economic Area, in territories or territorial sectors recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR, or using adequate safeguards as required under Data Protection Law governing cross-border data transfers (e.g., Standard Contractual Clauses). Cellebrite must inform Customer at least 10 business days in advance of any new envisioned cross-border data transfer scenario, in which case Customer shall have the right to object, on reasoned grounds, to that new envisioned cross-border data transfer. If Customer so objects, Cellebrite may not engage in that envisioned cross-border data transfer for the purpose of Processing Personal Data in the provision of the Services.
13. In the event that the foregoing mechanism for cross-border data transfers is invalidated by a regulatory authority under applicable law or any decision of a competent authority under Data Protection Law, the parties shall discuss in good faith and agree such variations (such agreement not to be unreasonably withheld or delayed) to this Addendum as are required to enable a valid cross-border data transfers. Further, in the event that the European Commission establishes processor to processor standard contractual clauses, the parties will enter into those clauses as promptly as reasonably practicable.
14. Cellebrite will ensure that its staff authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of

confidentiality.

15. Within 10 business days of Customer's written request, Cellebrite shall allow for and contribute to audits, including carrying out inspections conducted by Customer, or another auditor mandated by Customer in order to establish Cellebrite's compliance with this Addendum and the provisions of the applicable Data Protection Law as regards the Personal Data that Cellebrite processes on behalf of Customer. Such audits shall be limited to one business day per annum (unless Data Protection Law requires otherwise), shall be conducted during ordinary business hours and without interruption to Cellebrite's ordinary course of business. Under no circumstances shall the audits or inspections extend to trade secrets of Cellebrite or to data regarding other customers of Cellebrite. All audits are conditioned on the Customer or its auditors first executing appropriate confidentiality undertakings satisfactory to Cellebrite.

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

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

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

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

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

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

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

#### **Part 4**

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

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

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

2.2. If Cellebrite receives a request from a California consumer about his or her is 'personal information' (as defined in Cal. Civ. Code §1798.140(o)), Cellebrite shall not

comply with the request itself, promptly inform the consumer that Cellebrite's basis for denying the request is that Cellebrite is merely a service provider that follows Customer's instruction, and promptly inform the consumer that they should submit the request directly to Customer and provide the consumer with Customer's contact information.

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

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

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

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

[Last updated: October 6, 2024]

\*\*\*



supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

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

## **Exhibit A**

### **Data Processing Addendum**

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

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

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

§ Part One applies with general provision.

§ Party Two applies with respect to the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and supplementary GDPR legislations in EU member states), but only if Cellebrite Services to the Customer operate or Process Personal Data to any extent, in Cellebrite's offices in Singapore, Brazil, India, and Australia which are not member states of the European Economic Area, and are not territories or territorial sectors recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR.

§ Part Three applies with respect to the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and supplementary GDPR legislations in EU member states), but only if Cellebrite Services to the Customer operate and Process Personal Data exclusively in member states of the European Economic Area, or in territories or territorial sectors recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR.

§ Part Four applies with respect to the California Consumer Privacy Act of 2018 (CCPA).

#### **Part 1**

1. In the event of any conflicting stipulations between this Addendum and the Agreement or any other agreement in place between the parties, the stipulations of this Addendum shall prevail.
2. Any limitation of liability pursuant the Agreement shall apply to liability arising from or in connection with breach of this Addendum.
3. Cellebrite has appointed the person listed below as a contact person for data protection purposes:  
Mr. Ravid Petel, Compliance Officer – Privacy and Data Protection,  
Ravid.Petel@cellebrite.com.

#### **Part 2**

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

prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data.

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

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

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

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

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

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

3.4.1. Data Exporter: Customer.

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

3.4.1.2. Role: controller

3.4.2. Data Importer: Cellebrite.

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

3.4.2.2. Role: processor.

3.5. Description of Transfer:

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

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

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

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

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

combination, restriction, erasure and destruction.

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

3.5.7. The period for which the personal data will be retained: For the duration of the Services.

3.5.8. Transfers to the following main (sub-) processors:

Name of sub-processor	Subject matter and nature of sub-processor processing	Duration of sub-processing
Amazon AWS	Cloud infrastructure provider	Duration of the engagement

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

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

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

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

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

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

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

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

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

- Network Firewalls – designed to protect against network-based, malicious attacks and provide an additional layer of access control.
- Network Access Controls – Cellebrite has controls around network access and remote access, including 2- factor authentication and forced disconnection after a period of inactivity.

- Network Segmentation – VLAN and physical segmentation. Additional controls may be in place at the application layer which, are detailed below in the product specifications section of this packet.

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

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

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

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

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

### **Part 3**

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

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

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

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

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

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

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

6. Customer is and will always remain the 'Controller', and Cellebrite is and will remain at all times the 'Processor' (as these capitalized terms are defined and used in Data Protection Law). As a Processor, Cellebrite will Process the Personal Data only as set forth in this Addendum. Cellebrite and Customer are each responsible for complying with the Data Protection Law applicable to them in their roles as Controller and Processor.
7. Cellebrite will Process the Personal Data only on instructions from Customer documented in this Addendum or otherwise provided either in writing or through the options of the Services configurable by Customer. The foregoing applies unless Cellebrite is otherwise required by law to which it is subject (and in such a case, Cellebrite shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest). Cellebrite shall immediately inform Customer if, in Cellebrite's opinion, an instruction is in violation of Data Protection Law.
8. Cellebrite will make available to Customer all information in its disposal necessary to demonstrate compliance with the obligations under Data Protection Law.
9. Cellebrite will follow Customer's instructions to accommodate Data Subjects' requests to exercise their rights in relation to their Personal Data, including accessing their data, correcting it, restricting its processing or deleting it. Cellebrite will pass on to Customer requests that it receives (if any) from Data Subjects regarding their Personal Data Processed by Cellebrite. Cellebrite shall notify Customer of the receipt of such request as soon as possible, and no later than five (5) business days from the receipt of such request, together with the relevant details.
10. Customer authorizes Cellebrite to engage another processor for carrying out specific processing activities of the Services, provided that Cellebrite informs Customer at least 10 business days in advance of any new or substitute processor (including in respect of any material changes in the other processor's ownership or control), in which case Customer shall have the right to object, on reasoned grounds, to that new or replaced processor. If Customer so objects, Cellebrite may not engage that new or substitute processor for the purpose of Processing Personal Data in the provision of the Services. Customer hereby authorizes Cellebrite to engage the processors identified in Section 3.5.8 of Part 2 of the Addendum.
11. Without limiting the foregoing, in any event where Cellebrite engages another processor, Cellebrite will ensure that the same data protection obligations as set out in this Addendum are likewise imposed on that other processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Data Protection Legislation. Where the other processor fails to fulfil its data protection obligations, Cellebrite shall remain fully liable to Customer for the performance of that other processor's obligations.
12. Cellebrite and its other processors will only Process the Personal Data in member states of the European Economic Area, in territories or territorial sectors recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR, or using adequate safeguards as required under Data Protection Law governing cross-border data transfers (e.g., Standard Contractual Clauses). Cellebrite must inform Customer at least 10 business days in advance of any new envisioned cross-border data transfer scenario, in which case Customer shall have the right to object, on reasoned grounds, to that new envisioned cross-border data transfer. If Customer so objects, Cellebrite may not engage in that envisioned cross-border data transfer for the purpose of Processing Personal Data in the provision of the Services.
13. In the event that the foregoing mechanism for cross-border data transfers is invalidated by a regulatory authority under applicable law or any decision of a competent authority under Data Protection Law, the parties shall discuss in good faith and agree such variations (such agreement not to be unreasonably withheld or delayed) to this Addendum as are required to enable a valid cross-border data transfers. Further, in the event that the European Commission establishes processor to processor standard contractual clauses, the parties will enter into those clauses as promptly as reasonably practicable.
14. Cellebrite will ensure that its staff authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of

confidentiality.

15. Within 10 business days of Customer's written request, Cellebrite shall allow for and contribute to audits, including carrying out inspections conducted by Customer, or another auditor mandated by Customer in order to establish Cellebrite's compliance with this Addendum and the provisions of the applicable Data Protection Law as regards the Personal Data that Cellebrite processes on behalf of Customer. Such audits shall be limited to one business day per annum (unless Data Protection Law requires otherwise), shall be conducted during ordinary business hours and without interruption to Cellebrite's ordinary course of business. Under no circumstances shall the audits or inspections extend to trade secrets of Cellebrite or to data regarding other customers of Cellebrite. All audits are conditioned on the Customer or its auditors first executing appropriate confidentiality undertakings satisfactory to Cellebrite.

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

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

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

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

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

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

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

#### **Part 4**

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

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

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

2.2. If Cellebrite receives a request from a California consumer about his or her is 'personal information' (as defined in Cal. Civ. Code §1798.140(o)), Cellebrite shall not

comply with the request itself, promptly inform the consumer that Cellebrite's basis for denying the request is that Cellebrite is merely a service provider that follows Customer's instruction, and promptly inform the consumer that they should submit the request directly to Customer and provide the consumer with Customer's contact information.

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

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

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

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

[Last updated: October 6, 2024]

\*\*\*



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF TECHNOLOGY

Eric L. Householder  
Cabinet Secretary

State Capitol  
Charleston, West Virginia 25305

Heather D. Abbott  
Chief Information Officer

**TO:** Wassef Maazaoui, Procurement Specialist  
WV Fusion Center

**FROM:** Heather D. Abbott, Chief Information Officer  
Office of Technology *Heather D. Abbott*

**SUBJECT:** INFORMATION TECHNOLOGY PROCUREMENT  
WVOT Number 2025-2641

**DATE:** June 10, 2025

West Virginia Code §5A-6-4(a) permits the Chief Information Officer to review and approve technology purchases for suitability to ensure such purchases comport with the State of West Virginia's overall strategic information technology goals.

West Virginia Code §5A-6-4c requires the Chief Information Officer to review and approve "technology projects."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Information Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems.

A review has been conducted of your request for Cellebrite UFED and Inseyets Pro Software Subscription from Cellebrite Inc. for one(1) year and three (3) renewals, the Office of Technology has determined:

X Your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.



If you have questions, or need additional information, please contact Consulting Services at [Consulting.Services@wv.gov](mailto:Consulting.Services@wv.gov).

## Software as a Service Addendum

### 1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**2. Data Ownership:** The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

**3. Data Protection and Privacy:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

**4. Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) **Incident Response:** The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) **Security Incident Reporting Requirements:** The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) **Breach Reporting Requirements:** Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

**5. Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

**6. Notification of Legal Requests:** The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

**7. Termination and Suspension of Service:**

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
  - 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - 30 days after the effective date of termination, if the termination is for convenience
  - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

**8. Background Checks:** The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

Version 11-1-19

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

**9. Oversight of Authorized Persons:** During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

**10. Access to Security Logs and Reports:** The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

**11. Data Protection Self-Assessment:** The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**12. Data Center Audit:** The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**13. Change Control and Advance Notice:** The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

**14. Security:**

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up



systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

**15. Non-disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

**16. Import and Export of Data:** The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

**17. Responsibilities:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

**18. Subcontractor Compliance:** The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

**19. Right to Remove Individuals:** The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

Version 11-1--19

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

**20. Business Continuity and Disaster Recovery:** The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

**21. Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**22. Web Services:** The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

**23. Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

**24. Subscription Terms:** Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

**25. Equitable Relief:** Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

Version 11-1-19

AGREED:

Name of Agency: WVFC

Signature: [Signature]

Title: Deputy Director

Date: 6/13/25

Name of Vendor: Cellebrite Inc

Signature: [Signature]  
DocuSigned by:  
Matt Van Nortwick  
1B1B31FA8DCA4BB

Title: Renewal Account Manager - SLG

Date: 5/27/2025

Version 11-1-19

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: Cellebrite Inc

Name of Agency: WV Fusion Center

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?  
Yes ☐  
No ☒
2. If yes to #1, does the restricted information include personal data?  
Yes ☐  
No ☐
3. If yes to #1, does the restricted information include non-public data?  
Yes ☐  
No ☐
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.? Yes  
No ☐
5. Provide name and email address for the Department privacy officer:

Name: Steven D. Patterson

Email address: steven.d.patterson@wv.gov

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: Matt Van Nortwick

Email address: Matt.VanNortwick@cellebrite.com

Phone Number: 973 224 8422