

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**Universal Forensic Extraction Device  
Sole Source Purchase**

**Cellebrite Inc.  
7 Campus Drive, Suite 210  
Parsippany, NJ 07054  
201-848-8552**

**LANCASTER COUNTY  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Cellebrite, Inc., 7 Campus Drive, Suite 210, Parsippany, NJ 07054**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Contract Documents for the Work herein described, and has approved and adopted said documents to-wit:

**Universal Forensic Extraction Device, Sole Source Purchase**

and,

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

**Agreement per pricing on Cellebrite Quote No. Q-58093-3, dtd 10/31/2018**

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

**The County will pay for products/service, according to Quote No. Q-58093-3 pricing, a copy thereof being attached to and made a part of this Contract for a total of \$92,000.00.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the

requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance: This Contract shall be effective upon execution by both parties. The completion shall be done by March 31, 2019 or sooner, if possible.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Quote #Q-58093-3
  3. Insurance Documents
  4. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
Lancaster County Signature Page

**Vendor Signature Page**

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**CONTRACT  
Universal Forensic Extraction Device  
Sole Source Purchase  
Lancaster County  
Cellebrite**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

\_\_\_\_\_  
Secretary Seal

Cellebrite Inc

\_\_\_\_\_  
Name of Corporation

Leesburg Pike Suite 220, Vienna, VA 22182

\_\_\_\_\_  
Address



By: \_\_\_\_\_  
Duly Authorized Official

General Manager, North America

\_\_\_\_\_  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

**Lancaster County Signature Page**

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**CONTRACT  
Universal Forensic Extraction Device  
Sole Source Purchase  
Lancaster County  
Cellebrite**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

**Cellebrite Inc.**

7 Campus Drive  
 Suite 210  
 Parsippany New Jersey 07054  
 United States



**Cellebrite**

Digital intelligence  
 for a safer world

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

**Quote**

**Quote#** Q-58093-3  
**Date:** Oct 31, 2018

**Bill To**  
 Lancaster County Sheriff's Office  
 575 S 10th Street  
 Lincoln, Nebraska 68508  
 United States  
**Contact:** Curtis Reha  
**Phone:** 4024418611

**Ship To**  
 Lancaster County Sheriff's Office  
 575 S 10th Street  
 Lincoln, NE 68508  
 United States  
**Contact:** Curtis Reha  
**Phone:** 4024418611

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00031890	Dec 31, 2018	Net 30	USD	Sean Fritts

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price	Sales Tax %
U-AIS-02-025	UFED-P Desktop including Installation and Training	1	Oct 31, 2018	Oct 30, 2019		USD 15,000.00	USD 15,000.00	0.00
UFED-P Desktop including Installation and Training								
U-AIS-02-026	UFED-P Software Dongle	1				USD 0.00	USD 0.00	0.00
UFED-P Software Dongle								
U-AIS-02-055	UFED Premium 1 Action	50				USD 72,000.00	USD 72,000.00	0.00
UFED Premium 1 Action								

SubTotal	USD 92,000.00
Shipping & Handling	USD 0.00
Sales Tax (0.00%)	USD 0.00
<b>Total</b>	<b>USD 92,000.00</b>

Comments:  
 50 Actions

For further information please email Sean Fritts at [sean.fritts@cellebrite.com](mailto:sean.fritts@cellebrite.com) or call 973.206.7742

**Terms and conditions:**

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

Cellebrite has two different terms of sale.

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

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

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

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

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

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

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

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

# **CELLEBRITE-PERFORMED UNLOCKING SERVICES TERMS AND CONDITIONS**

THIS Cellebrite-Performed Unlocking Services Terms and Conditions Agreement (the “Terms” or the “Agreement”) applies to any unlocking, obtaining the passcode, decrypting, and/or extraction services of information or data (including transmission, storage, or analyses), performed on an electronic device, including a portable electronic device such as a mobile phone or tablet (the “Device”), by Cellebrite using its Process (collectively, the “Services”). This Agreement is by and between Cellebrite Inc. (“Cellebrite”) and the entity submitting such request (the “Customer”). Any other sales terms and conditions shall also apply as referenced in the applicable quote, invoice, or purchase order, including Cellebrite’s Terms and Conditions of Sale and Service document located at: <http://legal.cellebrite.com/us/index.html> (“Sales T&C’s”). This Agreement shall control over any conflict with the Sales T&C’s.

**1. DEFINITIONS** – The following capitalized terms shall have the meaning set forth below:

“Affiliate” of Cellebrite means Cellebrite’s parent corporation, an entity under the Control of Cellebrite’s parent corporation at any tier, or an entity Controlled by Cellebrite at any tier.

“Control” shall mean the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of 50% or more of the outstanding voting interests in such entity or otherwise.

“Law” shall mean any laws, declarations, decrees, directives, common laws, legislative enactments, orders, ordinances, regulations, rules, guidance, or other restrictions or requirements of or issued by a governmental authority, or any of the foregoing’s equivalents, including any amendments, changes or updates thereto, including any constitutional, privacy, the U.S. Constitution (such as the 4th Amendment), GDPR, ITAR, EAR, wiretapping (including 18 U.S. Code § 2511), search & seizure, import, export, health, personal information, or other data security laws.

“Personal Information” means (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) customer 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.

“Process” means the proprietary processes by which

Cellebrite performs the Services, which is considered highly confidential and a trade secret of Cellebrite and its Affiliates.

“Territory” means the United States of America and Canada.

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

## **2. PURCHASE ORDER; CONTROLLING DOCUMENT; SERVICES; NO GUARANTEE OF RESULTS; PRICING AND FEES; DUE DATE/INTEREST; SHIPPING.**

A. Purchase Orders. By submitting a Device or paying for Services to Cellebrite, such actions constitute a binding agreement between Customer and Cellebrite. Customer is expressly agreeing to all of the terms and conditions in this Agreement, and any applicable terms and conditions of sale.

B. Controlling Document. The Parties hereby acknowledge and agree that in the event of any conflict between the terms and conditions contained in this Agreement, and the terms and conditions of any other document, invoice, purchase order, instrument or agreement, prepared or submitted by the Customer to Cellebrite for the Services (the “Document”), that the terms and conditions of this Agreement shall control. All of Customer’s preprinted terms, in any Document, shall neither be binding on the Parties, nor deemed to modify this Agreement, and are expressly rejected, regardless of when issued by Customer and/or received by Cellebrite. For the avoidance of doubt, should such Document contain language that purports to supersede this Agreement, the Parties hereto expressly acknowledge and agree that such Document shall have no legal effect.

C. Services. Before Cellebrite performs any Services on a Device, Customer expressly agrees, covenants, represents, and warrants that it shall and it is providing Cellebrite with a valid and legally-issued search warrant, assistance order, subpoena, court order, owner consent form, or other authorization (including as authorized by applicable law) (collectively, the “Authorization Document”), that permits Cellebrite to perform such



Services on the Device. Cellebrite is under no obligation to perform any Services until Cellebrite receives the Authorization Document and Customer ensures, to Cellebrite's complete satisfaction and in Cellebrite's sole discretion, that the Authorization Document expressly permits Cellebrite to perform the Services without violating any Laws. In the event that Cellebrite determines that the Customer does not have the proper Authorization Document, as determined in Cellebrite's sole discretion (which can be unreasonable), Cellebrite shall not perform the Services with respect to such Device and is entitled to recover its expenses in making such determination, as well as Cellebrite's costs in returning such Device to the Customer.

D. No Guarantee of Results. The Customer understands, expressly acknowledges and agrees that the Service and Process are experimental and does not work on all Devices. Consequently, Cellebrite cannot and does not guarantee that the Service or Process will be successful on a Device. Consequently, any information, data, OS, applications, the Device itself, or any other software/hardware components of the Device may be modified, lost, damaged, corrupted, or even deleted in the Process and Service (in some cases irreparably), and Customer fully accepts and assumes all risk related to Cellebrite's actions, Process and Services for such Device, including that the Device may be lost in transit.

E. Pricing and Fees. All prices quoted by Cellebrite are in U.S. dollars, and all Cellebrite quotes expire thirty (30) days after the quotation issuance date. Cellebrite's prices are exclusive of transportation, shipping, insurance, federal, state, local, excise, import, export, value-added, customs duties, use, sales, property (ad valorem) and/or any other similar taxes or duties, now in force or hereafter, enacted or applied by a governmental authority (collectively, the "Fees"). Customer expressly agrees, covenants and warrants to pay any such Fees, in addition to the prices quoted or invoiced. If Cellebrite is required to collect the foregoing, the Customer will pay such amounts unless the Customer has provided Cellebrite with a valid tax exemption certificate authorized by the appropriate taxing authority.

F. Due Date; Interest. Payment of all amounts due hereunder shall be made by Customer within thirty (30) days after Cellebrite's invoice date. The Customer shall make payment to Cellebrite's advised bank account by wire transfer of immediately available funds, unless otherwise specified by Cellebrite. If the Customer seeks to pay any invoice using a credit card, Cellebrite may assess a convenience fee equal to three percent (3%) of the total amount of such invoice or the Fees due. Cellebrite may also assess an interest charge of up to one and one-half percent (1-1/2%) per month on all amounts which are not

timely paid (but not to exceed the maximum lawful rate), accruing daily and compounding monthly from the date such amounts were due.

G. Shipping. The Customer shall ship any Device to Cellebrite DDP Cellebrite's location in New Jersey, United States of America (Incoterms 2010), Virginia, United States of America (Incoterms 2010), or Ontario, Canada (Incoterms 2010). In certain cases, Cellebrite may need to ship the Device to another location, and the Customer shall be responsible for all of Cellebrite's Fees to and from such other location, in any such case. Cellebrite shall return the Device to the Customer by shipping the Device FCA Cellebrite's location in New Jersey, United States of America (Incoterms 2010), Virginia, United States of America (Incoterms 2010), or Ontario, Canada (Incoterms 2010).

3. **OWNERSHIP** – Cellebrite (or its licensors) retains ownership of all right, title and interest in and to the Services and to the Process, including any aspect thereof. Nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title or interest in the Services, Process or any aspect thereof.

4. **CONFIDENTIALITY** – All Confidential Information shall remain the property of Cellebrite. Cellebrite may disclose to the Customer proprietary marketing, technical or business information relating to the subject of the Terms, the Services or the Process ("Confidential Information"). All aspects of the Process, the fact that the Customer is using the Services, and the terms and conditions of this Agreement are the Confidential Information of Cellebrite without any marking requirement.

The Customer shall hold Confidential Information regarding any aspect of the Services or Process in the strictest confidence, limit the disclosure of such Confidential Information to only such of its employees having a need to know such Confidential Information, and use the same degree of care as it exercises to protect its most confidential information; but in no case, less than a reasonable standard of care. Subject to the requirements in the preceding sentence, Customer shall: (a) hold Confidential Information of Cellebrite in confidence using the same degree of care as it normally exercises to protect its own proprietary information but at least a standard of reasonable care; (b) restrict disclosure and use of Confidential Information of Cellebrite to its employees, agents, contractors or consultants with a need to know, and not to disclose it to any other parties; (c) advise Customer's employees, agents, contractors and consultants of their obligations with respect to Cellebrite's Confidential Information; (d) not copy, duplicate, compile, reverse engineer, disseminate, or decompile Cellebrite's Confidential Information; (e) use Cellebrite's

Confidential Information only in furtherance of performance under these Terms; and, (f) upon expiration or termination of these Terms, return or destroy all Cellebrite Confidential Information.

Customer shall have no obligation regarding any Cellebrite Confidential Information that: (x) was previously and lawfully known to it free of any confidentiality obligation (except as a result of having entered into a purchase order under these Terms or any previous version thereof); (y) was independently developed by it without access or reference to, or use of, any Confidential Information of Cellebrite; or (z) is or becomes publicly available other than by unauthorized disclosure.

If Customer is faced with legal action or a requirement under applicable Law to disclose or make available Cellebrite Confidential Information received hereunder, Customer shall promptly notify Cellebrite and, upon Cellebrite's request, cooperate in contesting such action or requirement, and shall seek a protective order, court seal, attorney's eyes only, confidential treatment, or other appropriate measures to ensure the confidentiality of such Cellebrite Confidential Information, and in the event that any disclosure is required, shall only disclose the minimum amount of Cellebrite Confidential Information required to comply.

##### **5. EXCLUSIVE REMEDIES; LIMITATION OF LIABILITY; CUSTOMER REPRESENTATIONS, COVENANTS AND WARRANTIES; DISCLAIMER OF WARRANTIES; CUSTOMER INDEMNITY.**

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, partners, members, representatives, contractors, consultants, shareholders, subcontractors and suppliers; and the term "damages", as used herein, shall be deemed to refer collectively to any injury, damage, loss, cost, punitive damages, disbursements, travel, liability, fees, penalties, or expenses incurred.

B. Exclusive Remedies. Cellebrite's entire liability and the Customer's exclusive remedies against Cellebrite for any claims, liabilities or damages caused or related to any Process or Services, including any defects or failures, or any other matter relating to this Agreement, whether arising in law, equity, contract, tort including negligence, strict liability or any other theory of liability be:

- i. For bodily injury or death to any person proximately caused by Cellebrite, the Customer's direct damages; and,
- ii. For claims other than as set forth above, Cellebrite's total and aggregate liability, for all claims in the

aggregate, shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by the Customer to Cellebrite under the applicable quote, and under these Terms during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.

C. Limitation of Liability. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CELLEBRITE SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY REFERRED BY CUSTOMER, WHETHER DIRECTLY OR INDIRECTLY, FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES OF ANY NATURE, 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. THE MAXIMUM AGGREGATE LIABILITY OF CELLEBRITE TO CUSTOMER OR ANY THIRD PARTY REFERRED TO CELLEBRITE BY CUSTOMER HEREUNDER WILL BE EQUAL TO THE AMOUNTS PAID BY CUSTOMER TO CELLEBRITE FOR THE SERVICES RELATING TO THE DEVICE GIVING RISE TO THE MOST RECENT CLAIM. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS ARE FAIR, AND ANY PRICES QUOTED BY CELLEBRITE WOULD BE SUBSTANTIALLY HIGHER WERE IT NOT FOR THE LIMITATION OF LIABILITY, DISCLAIMERS, CUSTOMER'S REPRESENTATIONS, COVENANTS AND WARRANTIES, INDEMNIFICATION OF CELLEBRITE, AND CELLEBRITE'S DISCLAIMER OF WARRANTIES PROVISIONS SET FORTH HEREIN.**

D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT BY APPLICABLE LAW, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PROCESS OR SERVICE.

E. Customer Representation, Covenants and Warranties. Customer hereby expressly covenants, represents and warrants to Cellebrite, that effective as of each date that the Customer submits a Device or pays for the Services: (i) it has all necessary authority and consents to enter into this Agreement; (ii) nothing in these Terms conflicts with any other agreement to which the Customer is a party; (iii) it has obtained the necessary rights and proper and irrevocable consent of any individual whose Personal

Information will be disclosed or used by Cellebrite, and such consent, authority and Personal Information has been obtained in accordance with applicable Law; (iv) none of the Devices that the Customer provides to Cellebrite has any viruses, time bombs, drop-dead logic or other code that could harm Cellebrite's devices, information systems or other electronic devices; (v) the Customer shall provide any assistance or information required by Cellebrite to perform the Process and Services; (vi) the Customer has the necessary rights and authority to possess the Device, authorize Cellebrite to perform the Services, and to provide the Device to Cellebrite, under applicable Law; (vii) the Customer has taken all appropriate technical and organizational measures to ensure appropriate handling of Personal Information and to prevent misappropriation thereof; (viii) any Device provided to Cellebrite by the Customer is owned by persons or entities subject to the jurisdiction of the Territory; (ix) that Cellebrite may receive the Device and perform the Services, including any extraction, disclosure, use or saving of data or information; (x) that if Customer has entered into a contract with a third party to perform the Services, Customer expressly understands and acknowledges that Cellebrite will be receiving and performing the Services on such Device; (xi) it will pay for any expenses, costs, fees, and/or disbursements, including attorney's, expert, travel, or consulting fees, incurred by Cellebrite related to the Services contemplated herein, or anything arising out of Agreement, and all of the foregoing shall be wholly and fully borne by Customer without any dispute thereof; (xii) that any Document provided to Cellebrite is current, valid, and officially-issued in accordance with applicable Law, and is not expired or been conditioned, revoked, or modified in any manner, and Cellebrite is fully justified in relying upon the Document and all of Customer's representations, statements, warranties, and covenants herein to perform the Services; (xiii) that Cellebrite, by receiving and performing any Services on the Device, will not be violating or in violation of any Law; and, (xiv) that the Authorization Document expressly authorizes, empowers and provides Cellebrite all necessary rights, permissions, consents, and authorizations to perform the Services and receive the Device, including saving, transmitting, using, or disclosing any extraction or information from the Device across any borders, including U.S. and/or Canadian borders, without contravening or violating any applicable Laws.

F. Warranty Limitations. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CELLEBRITE, ITS AFFILIATES, AND ITS AND THEIR SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY SUCH WARRANTIES, INCLUDING ANY WARRANTY OF

MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Without limiting the foregoing, Cellebrite expressly disclaims any warranty that the Process or Services will work with all types of electronic devices, or with any particular version of an operating system whether used by Apple, Inc. devices or Android-based devices. Customer assumes the entire risk that any Process and Services will not work in respect of any particular device. THE CUSTOMER'S BENEFITS FROM THE PROCESS AND SERVICES ARE PROVIDED BY CELLEBRITE ON AN "AS-IS" AND "WHERE IS" BASIS AND WITH ALL FAULTS.

G. Device Backups. Before the Customer provides any Device to Cellebrite, Cellebrite strongly recommends that the Customer back up any data on such Device. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO THE CUSTOMER 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 DATA RESULTING FROM CELLEBRITE PERFORMING THE SERVICES ON SUCH DEVICE.

H. Customer's Indemnification Obligations. To the maximum extent permitted by Law, the Customer will, at its expense: (i) indemnify, defend, and hold Cellebrite and its Affiliates, officers, directors, members, partners, agents, independent contractors, and employees harmless from and against any and all actual, threatened or alleged loss, proceeding, claim, judgment, suits, damage, demand, penalty, liability of any kind or nature, causes of action, or other obligations, including without limitation all damages, litigation costs and expenses, attorneys' fees, settlement payments, fines or penalties, arising from or related to: (a) any breach of this Agreement by Customer; (b) the Services violating Law or a third party's rights, including without limitation a person's privacy or fourth amendment rights under the United States Constitution (or any other similar foreign, state or local Law); (c) any misappropriation of a person's list of contacts or other Personal Information; (d) any violation of applicable Law by the Customer hereunder; (e) any violation of Law by Cellebrite in performing the Services or receiving the Device; (f) any matter arising from this Agreement; (g) any misrepresentation, or any non-fulfillment of any representation, responsibility, covenant or agreement on the Customer's part; or, (h) the Customer sending a device to Cellebrite from outside the United States of America, or Cellebrite sending a device to the Customer's designated location outside of the United States of America; (ii) reimburse Cellebrite for any damages, expenses, costs, losses, deductibles, and liabilities (including attorney fees, consulting fees and/or expert fees) incurred relating to

such claim; and, (iii) pay all settlements, damages and costs assessed against Cellebrite and relating to such claim.

In addition to the indemnity obligations set forth in Section 5(h), the Customer shall be obligated, at its sole cost and expense, to defend Cellebrite, its Affiliates, and its and their directors, officers, members, partners, agents, employee and independent contractors, pursuant to this Section 5(h), regardless of whether the suit, proceeding, claim or demand in question actually gives rise to or otherwise results in any loss, damages, or liability.

Cellebrite shall advise the Customer about any such suits, proceedings, claims, demands, damages, losses or liability within a reasonable period of time after having received actual notice thereof. The Customer shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to any claim brought by a governmental body, the United Nations or another customer of Cellebrite, for which only Cellebrite shall be responsible for the defense of such claim. Customer expressly agrees that Cellebrite can participate in the defense of any such suit, proceeding, claim or demand.

Customer's indemnification obligations shall survive any termination or expiration of this Agreement.

## **6. TERM AND TERMINATION; SURVIVAL**

A. Term. The term of this Agreement commences on the date the Customer mails the Device to Cellebrite or pays for the Services and continues until the later of the fifth (5<sup>th</sup>) anniversary of the most recent quote paid for by the Customer to Cellebrite, or seven (7) years from the date that the Device was mailed back to the Customer.

B. Termination. Cellebrite may terminate this Agreement without cause and at any time, and for any or no reason upon written notice to Customer, and if applicable, Cellebrite shall issue a refund on a pro-rata basis minus any shipping costs or Fees incurred. Cellebrite shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the Customer if the Customer has not cured any material breach of these Terms by the end of such thirty (30) day notice period, and Cellebrite shall not be required to provide any refund to the Customer in the event of any such termination. Upon termination of these Terms for any reason, (i) the Customer shall be responsible for payment for all amounts due hereunder before the effective date of termination or immediately thereafter; and (ii) the Customer shall destroy all copies of any Cellebrite Confidential Information that has not been returned to Cellebrite in accordance with Section 4.

C. Survival. The provisions of Sections 1, 3, 4, 5, 6.B, 6.C, 7, 8, 9, 10 and 11 of these Terms shall survive any termination in accordance with their terms, in addition to accord obligations.

**7. CHOICE OF LAW; JURISDICTION; LITIGATION SUPPORT AND TESTIMONY** – The Parties agree to meet and discuss any dispute or claim relating to these Terms prior to seeking any judicial resolution, for a period of at least thirty (30) days, during which either Party may request confidential mediation. In the event that either Party requests confidential mediation, the Parties shall conduct a minimum of two (2) days of confidential mediation with a neutral mediator selected by the American Arbitration Association in Newark, New Jersey. Any dispute or claim relating to these Terms that is not resolved through meetings and discussions and/or mediation shall be solely and exclusively resolved in the federal courts located in the State of New Jersey.

If the Customer is the federal government of the United States of America (or an agency thereof), these Terms shall be governed by federal government contracting Law, without giving effect to any choice of law rules that would result in the application of any Law of any other jurisdiction. If the Customer is any other entity, this Agreement shall be governed by the Law of the State of New Jersey, without giving effect to any choice of law rules that would result in the application of any Law of any other jurisdiction. Any dispute or claim relating to this Agreement shall be solely and exclusively resolved in the federal or state courts located in Newark, New Jersey. The United Nations Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to these Terms.

In the event that the Customer requests that Cellebrite provide litigation support, or requires Cellebrite to testify (as a witness in relation to any Service provided hereunder for example), the Customer expressly understands, acknowledges and agrees that such support or testimony shall be provided only if Cellebrite is compensated for its time and costs associated with the support and/or preparation for such testimony and actual testimony, including all travel costs (for example, hotel, airfare, meals, tolls, and car rentals), attorneys' fees, lost opportunity costs, and other applicable amounts. Customer should contact Cellebrite for a quote.

**8. ASSIGNMENT** – Due to the highly confidential nature of all aspects of the Process and the Services, the Customer may not assign this Agreement without the express prior written consent of Cellebrite, whether by operation of law, merger, sale of all or substantially all of its assets or any other method, which may be unreasonably withheld and/or conditioned. For the purposes of this Section 8, a reverse triangular merger, change of Control

of the Customer or any parent entity of the Customer or other transfer of the Control of the Customer shall be deemed to be an assignment. Any attempted assignment other than as permitted herein shall be null and void. Any permitted assignments will be binding upon the respective successors and permitted assigns.

9. **NON-WAIVER** – No course of dealing or failure of either Party to strictly enforce any term, right or condition of the Terms shall be construed as a waiver of such term, right or condition.

#### 10. ENTIRE TERMS; INCORPORATION OF TERMS.

A. Entire Terms. This Agreement supersedes all prior or contemporaneous representations, understandings, or agreements whether oral or in writing between the Parties, and this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. These Terms may not be modified or amended except by a writing signed by the Customer and Cellebrite.

B. Incorporation of FARs. If the Customer is a federal government entity, these Terms incorporate the following FARs by reference: 52.212-4, 52.212-5, 52.209-10, 52.222-50, 52.233-3, 52.233-4, 52.203- 6, 52.203-13, 52.204-10, 52.209-9, 52.222-21, 52.222-26, 52.222-35, 52.222-36, 52.222-37, 52.222-40, 52.222-41, 52.222-53 and 52.222-54.

C. Language. In Quebec and other applicable Canadian provinces, the following sentence applies: Les parties conviennent que cette entente ainsi que tout document accessoire soient rediges en anglais.

#### 11. CONSTRUCTION; SEVERABILITY; CONFLICT OF TERMS; FORCE MAJEURE; VOID AB INITIO

A. Construction and Severability. The headings used in these Terms 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 or reformed so

as to render it enforceable to the maximum extent permissible. If no feasible interpretation or reformation 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 Terms unreasonable.

B. Conflict of Terms and Force Majeure. Subject to Section 2(b), in case of any other inconsistency between these Terms and any other document whether presented by the Customer or not, only a signed document between the Customer and Cellebrite specifically amending and/or overriding this Agreement shall prevail over these Terms, but any other agreement shall be subject to these Terms. Cellebrite's performance of its obligations hereunder will be excused to the extent that such performance is hindered by strike, fire, flood, power outages, construction, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the gross negligence of Cellebrite.

C. Inapplicable Terms and Provisions. This Section 11(c) only applies to local, county, state, governmental agencies and other law enforcement agencies. This Section 11(c) does *not* apply to any non-law enforcement agency, private person or corporate entity that is a Customer. Subject to the foregoing statements, to the extent that any term or provision of this Agreement, is considered *void ab initio*, or is otherwise unenforceable against the Customer pursuant to applicable Law, such as U.S. federal or state Law or constitution, then such term or provision shall be struck and the remaining language shall remain in full force and effect. Further and subject to the foregoing statements, if Customer is prohibited by Law from accepting New Jersey law and/or jurisdiction as set forth in Section 7 above, then the Law and jurisdiction that Customer must apply to its agreements, contracts and documents, shall be adopted and incorporated into this Agreement as if it were fully written and set forth herein. However, any Customer policies or procedures which are not required by Law, shall not apply or be incorporated into this Agreement in any manner whatsoever.

## UFED PREMIUM USE AGREEMENT

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

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

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

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

### Introduction

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

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

Agreement

**1. DEFINITIONS AND INTERPRETATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Territory” means worldwide.

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

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



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

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

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

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

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

## **2. PURCHASE ORDER; PAYMENT TERMS**

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

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

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

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

### 3. LICENSE GRANT

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

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

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

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

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

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

B. Updates.

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

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

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

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

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

D. Secure Room.

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

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

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

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

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

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

4. **OWNERSHIP; PRODUCT AVAILABILITY**

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

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

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

## 5. CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. CUSTOMER WARRANTIES

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

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

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

## **8. DISABLING CODE**

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

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

## **9. TERM AND TERMINATION**

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

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

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

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



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

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

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

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

#### 11. ASSIGNMENT

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

#### 12. NON-WAIVER

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

#### 13. ENTIRE AGREEMENT

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

#### 14. MISCELLANEOUS

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

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

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

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

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

Release Date: February 1, 201

**Exhibit A – Device Data**

**Service Code: U01 - iOS unlocking**

	<i>Date In</i>	<i>Reference</i>	<i>Device Model</i>	<i>Model code</i>	<i>iOS Version</i>	<i>IMEI/MEID</i>	<i>Serial</i>	<i>Compatible</i>	<i>Condition Notes</i>
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Benefit Quest Inc. 420 Lexington Avenue Suite 2400 New York NY 10170	<b>CONTACT NAME:</b> Eric Cohen <b>PHONE (A/C, No, Ext):</b> (212) 389-7838 <b>E-MAIL ADDRESS:</b> eric.cohen@benefitquest.com	<b>FAX (A/C, No):</b> (212) 389-7828
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cellebrite Inc. 7 Campus Dr. Ste. 210 Parsippany NJ 07054	<b>INSURER A :</b> CNA Insurance	<b>NAIC #</b> 20443
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

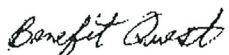
**COVERAGES**                      **CERTIFICATE NUMBER:** 18-19 Liability                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6072603109	08/10/2018	08/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		6072019583	08/10/2018	08/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		6072603112	08/10/2018	08/10/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lancaster County is listed as additional insured.

<b>CERTIFICATE HOLDER</b> Lancaster County 555 S 10th Street Lincoln NE 68508	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Additional Insured - Owners, Lessees or Contractors -  
Scheduled Person or Organization Endorsement**

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

LANCASTER COUNTY

1. Paragraph **A.1. Who Is An Insured** of Section **II - LIABILITY COVERAGE** is amended to include as an additional insured the person or organization scheduled above, but only if you are required by **"written contract"** to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
  - a. The person or organization is an additional insured only with respect to **"bodily injury"** or **"property damage"** arising out of a covered **"auto"** and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
  - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
  - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
    - (1) Required by the **"written contract"**; or
    - (2) Afforded to you under this policy.
3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section **IV - BUSINESS AUTO CONDITIONS** is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an **"accident"** which may result in a claim or **"suit"** under this insurance, and of any claim or **"suit"** that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or **"suit"**; and
- d. Tender the defense and indemnity of any claim or **"suit"** to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the **"written contract"** requires this insurance to be primary and non-contributory, this provision **d.** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a **"suit"**.

4. Only for the purpose of the insurance provided by this endorsement, **SECTION V - DEFINITIONS** is amended to add the following definition:

Form No: CNA71526XX (10-2012)	Endorsement Effective Date: 02/11/2019	Endorsement Expiration Date:	Policy No: BUA 6072019583
Endorsement No: 23; Page: 1 of 2	Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St, Chicago, IL 60606		Policy Effective Date: 08/10/2018



**Business Auto Policy  
Policy Endorsement**

**"Written contract"** means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71526XX (10-2012)

Endorsement Effective Date: 02/11/2019

Endorsement No: 23; Page: 2 of 2

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6072019583

Policy Effective Date: 08/10/2018





**Workers' Compensation and Employers' Liability Policy**

Named Insured Insperity Inc. CELLEBRITE INC.	Endorsement Number
	Policy Number Symbol: RWC      Number: C65730868
Policy Period 10/1/2018 <b>TO</b> 10/1/2019	Effective Date of Endorsement 2/18/2019
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

CITY OF LINCOLN/LANCASTER COUNTY  
CITY OF LINCOLN/LANCASTER COUNTY .  
555 S. 10TH STREET  
LINCOLN , NE 68508

For the states of CA, UT, TX, refer to state specific endorsements. This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



\_\_\_\_\_  
Authorized Representative