

Cellebrite Premium Unlimited Package Agreement

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

RECITALS

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

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

NOW THEREFORE THE PARTIES HERETO HAVE AGREED AS FOLLOWS:


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

	Please note the license to use the Product and may be terminated and the Services may be denied if the Licensee has not paid any invoice sixty (60) days after such invoice is due.
4. Prerequisites	The Product is being licensed and the CAS Services shall be rendered to the Licensee subject to the full satisfaction and compliance by the Licensee of the Prerequisites set forth in Annex B . The Licensee acknowledges and agrees that in the event that the Licensee would not comply with any of the Prerequisites, Cellebrite may terminate the license to use the Product forthwith.
5. Entire Agreement	<p>This Agreement, the Prerequisites, the EULA and the GTC contains all the terms agreed between the parties regarding their subject matter and supersede and replace any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to the Effective Date.</p> <p>In the event of any conflict, ambiguity, or inconsistency between the provisions of the Agreement and any other document, such as a Licensee-issued PO, the following order of precedence shall apply: (1) the Agreement; (2) the Quote; (3) a Confirmed PO; and (3) the terms of any other Cellebrite-issued document relating to the Product. Licensee's preprinted terms, URL's, or hyperlinks in any document shall not be binding on the Parties nor modify this Agreement, and are expressly rejected, regardless of when issued by Licensee and/or received by Cellebrite, or even if signed by Cellebrite. Should such document contain language that purports to supersede and/or control over this Agreement, the Parties expressly acknowledge and agree that such document shall have no such legal effect between the Parties. Any deviations from the Agreement, unless they are made in writing and executed by a duly authorized officer of Cellebrite, shall be void and unenforceable.</p>

Cellebrite Inc.

By: _____
Title: _____
Date: _____

County of El Dorado

By: 
John Hidahl, Chair
Board of Supervisors
"County"

Date: 11-16-21

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Date: 11-16-21



Cellebrite Inc.

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Suite 210
Parsippany New Jersey 07054
United States

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

Quote# Q-198089-5
Date: Jun 02, 2021

Bill To

El Dorado County Sheriff's Office
200 Industrial Drive
Placerville, California 95667
United States
Contact: Aaron Cuddeback
Phone:

Ship To

El Dorado County Sheriffs Office
200 Industrial Drive
Placerville, CA 95667
United States
Contact: Aaron Cuddeback
Phone:

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00033183	8/30/2021	Net 30	USD	Andrew Aguirre

QTY	Part Number	Description	Unit Price	Subtotal	Total
1	B-AIS-02-070	Premium Unlimited Package		USD 105,579.50	USD 105,579.50
1	U-AIS-02-025	Premium System		USD 0.00	USD 0.00
1	F-KAS-00-001	UFED Dongle Kit		USD 0.00	USD 0.00
1	U-AIS-02-030	Premium iOS AFU Adapter		USD 0.00	USD 0.00
1	U-AIS-02-063	Premium Unlimited iOS		USD 0.00	USD 0.00
1	U-AIS-02-065	Premium Unlimited Android		USD 0.00	USD 0.00
1	U-AIS-04-004	Remote Premium Training		USD 0.00	USD 0.00

SubTotal	USD 105,579.50
Shipping & Handling	
Sales Tax	USD 7,516.08
Total	USD 113,095.58

NOT TO EXCEED \$120,000.00

Transfer information:

Comments:

Annex B
Prerequisites

1. **General**

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

2. **Product Prerequisites**

- 2.1. The Licensee shall only use the Cellebrite Premium Product in a designated room that can be locked from the outside (the “**Designated Room**”).
- 2.2. Access to the Cellebrite Premium Product shall be restricted only to such personnel of the Licensee that was/were trained and certified by Cellebrite to operate and run the Cellebrite Premium product (“**Authorized Personnel**”). Only such personnel of the Licensee who have signed and delivered a confidentiality undertaking in the form approved by Cellebrite shall be recognized and regarded as Authorized personnel.
- 2.3. The Licensee shall ensure that up to three (3) of his personnel that will be pre-approved by Cellebrite in writing will be trained and certified as Authorized Personnel by Cellebrite to operate and run the Cellebrite Premium product.
- 2.4. The Designated Room is not video-taped and/or monitored in any manner except for entry/exit monitoring which is allowed and encouraged.
- 2.5. The process will not be observed, by anyone other than such personnel of the Licensee that was trained and certified. Process will not be recorded, documented or otherwise narrated by anyone and for any purpose.
- 2.6. The Licensee agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite’s products, including but not limited to the Cellebrite Premium product, and agrees to comply with all applicable laws, rules and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations) while using the Products.
- 2.7. The Licensee agrees to comply with the terms of the End User License Agreement set forth in <http://legal.cellebrite.com/End-User-License-Agreement.html>, as may be updated from time to time (“**EULA**”).

3. **CAS Services Prerequisites**

3.1. **General**

3.11. Licensee acknowledges that in the event that any of the CAS Services Prerequisites are not met, achieved or maintained throughout the Term of the Agreement by Licensee, Cellebrite will not be able to provide the CAS Services to Licensee and shall be entitled to terminate the Agreement forthwith.

3.1.2. Licensee further acknowledges that Cellebrite's non-performance of the CAS Services which is due to a default of Licensee to meet the CAS Services Prerequisites will not be deemed as breach of the Agreement and Licensee will not be entitled to any refund of payments made to Cellebrite and Cellebrite will be entitled to charge any direct expenses it incurred in preparation and anticipation for the service provision.

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

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

3.3. Prerequisites for CAS Services performed at Licensee premises

- 3.3.1. After submitting the fully executed 'Device Data' form to Cellebrite, Licensee will work with Cellebrite's designated person to coordinate timeframe for arrival to perform the CAS Services.
- 3.3.2. Licensee shall provide written confirmation of Licensee's allocation of a designated room (the "Designated Room") to performance of the CAS Services. Until Successful Completion of the CAS Services, the access to such Designated Room should be restricted to Cellebrite's personnel only.
- 3.3.3. The Designated Room is to be suitable for 1-2 people conveniently working and be equipped with at least 4 power outlets.
- 3.3.4. Cellebrite shall have the right to inspect the Designated Room prior to the commencement of provision of the CAS Services. In the event that Cellebrite finds the Designated Room not suitable for the performance of the CAS Services, Licensee shall either make the room suitable or designate a different room.
- 3.3.5. Licensee shall assure and approve in writing that the Designated Room is not videotaped and/or monitored in any manner except for entry/exit monitoring which is allowed and encouraged.
- 3.3.6. Licensee shall provide written confirmation approving Cellebrite's personnel to carry into Licensee's premises and in the Designated Room, the required equipment in a sealed packaging and assure that the equipment will not be inspected before, during or after performance of the CAS Services.
- 3.3.7. Licensee shall obtain, at Licensee's expense, and provide to Cellebrite's personnel any documents, permit (including but not limited to visa), approvals or invitations which are required by Licensee or by the laws of the country in which Licensee and/or the Designated Room is located.

