

Cellebrite Inc.
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Digital intelligence
 for a safer world

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 Company Website:
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Quote

Quote# Q-263008-1
Date: Aug 19, 2022

Billing Information
 City of Merced
 Purchasing Department
 2525 O Street
 Merced, California 95340
 United States
Contact: Allen Adrian
Phone: 2093854731

Delivery Information
 City of Merced II
 611 West 22nd Street
 Merced, CA 95340
 United States
Contact: Allen Adrian
Phone: 2093854731

End Customer: City of Merced

Click [here](#) to process with Credit Card payment
 By clicking the link above and accepting this quote,
 You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00070278	Sep 18, 2022	Net 30	USD	Jennifer Leros

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
B-PAAS-02-005	Premium as a Service Pro package	1	Aug 19, 2022	Aug 18, 2023		0.00	0.00
U-AIS-02-135	Premium SaaS 140 Unlocks and Unlimited Extraction Annual Subscription	1	Aug 19, 2022	Aug 18, 2023		27,000.00	27,000.00
U-AIS-02-139	Premium SAAS End Point	3	Aug 19, 2022	Aug 18, 2023		0.00	0.00
U-AIS-02-105	Cellebrite Premium Adapter	3				1,000.00	3,000.00
B-UFD-10-001	UFED 4PC Ultimate Subscription	1	Aug 19, 2022	Aug 18, 2023		6,100.00	6,100.00
F-KAS-00-001	UFED Dongle Kit	1				75.00	75.00
F-UFD-05-003	UFED 4PC HW Kit	1				600.00	600.00

SubTotal	USD 36,775.00
Shipping & Handling	USD 85.00
Sales Tax	USD 3,040.97
Total	USD 39,900.97

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**

- 3.1.1. Licensee acknowledges that in the event that any of the CAS Services Prerequisites are not met, achieved or maintained throughout the Term of the Agreement by Licensee, Cellebrite will not be able to provide the CAS Services to Licensee and shall be entitled to terminate the Agreement forthwith.
- 3.1.2. Licensee further acknowledges that Cellebrite's non-performance of the CAS Services which is due to a default of Licensee to meet the CAS Services Prerequisites will not be deemed as breach of the Agreement and Licensee will not be entitled to any refund of payments made to Cellebrite and Cellebrite will be entitled to charge any direct expenses it incurred in preparation and anticipation for the service provision.

*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

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

Signature & Stamp: _____ Effective Date: _____
Name (Print): _____ Title: _____

Please sign and email to Jennifer Leros at jennifer.leros@cellebrite.com

APPROVED AS TO FORM:

 8/23/2022

Date

City Attorney

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

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

3.3. Prerequisites for CAS Services performed at Licensee premises

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

Terms and Conditions:

- Freight Terms: DAP
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by <http://legal.cellebrite.com/us/index.html>
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium: The following terms apply only to the following products: Cellebrite Premium <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfind
- er: <https://legal.cellebrite.com/PF-Addendum.htm>
- Training Services: Subject to the terms and conditions at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: <https://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm>

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