

Cellebrite Inc.  
 7 Campus Drive  
 Suite 210  
 Parsippany, NJ 07054  
 USA



# Invoice

Tel. +1 201 848 8552  
 Fax. +1 201 848 9982  
 Tax ID#: 22-3770059

Quote #:  
 CB-23613  
 Quote Date:  
 Feb 18, 2016

**Bill To:** Wise County Sheriff's office  
 P.O. Box 899  
 Decatur, Texas, 76234  
 United States  
**Contact:** Luke Campbell  
**Phone #:** +1 940-627-5971

**Ship To:** Wise County Sheriff's office  
 200 Rook Ramsey Dr.  
 Decatur, TX, 76234  
 United States  
**Contact:** Luke Campbell  
**Phone #:**

Customer ID	Customer PO	Good Thru	Payment Terms	Sales Rep
SF-00053818	FY16-509-111	Mar 09, 2016	Net 30	John Bigler

Items			
1	A-SOW-07-023	UFED Touch Ultimate SW renewal  Starting from: Apr 14, 2016 To: Apr 13, 2017 SN: 5907173 1470038833	\$3,098.99

Subtotal:	\$3,098.99
Shipping & Handling:	\$ 0
Sales Tax (0.0%*):	\$0
<b>Total:</b>	<b>\$3,098.99</b>

**Comments:**

**\*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 - M777) 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

**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.
- Complete Terms and conditions of sale available upon request (or available at: <http://lang.cellebrite.com/us/tc>).

## CELLEBRITE TERMS AND CONDITIONS OF SALE AND SERVICE

1. Order of Precedence. The Cellebrite Terms and Conditions of Sale and Service ("Terms") will be the only terms and conditions that apply to any (i) proposal or quote ("Quote"); (ii) service or purchase order (collectively, "Purchase Order"); or (iii) acceptance or invoice document, between you ("Buyer") and Cellebrite Inc. ("Cellebrite") with respect to purchase of Products or provision of mobile device related services ("Services") by Cellebrite. Cellebrite's acceptance of a Purchase Order is conditioned upon Buyer's acceptance of these Terms and any Purchase Order submitted by Buyer shall be deemed to incorporate and be subject solely to the Terms.

2. Orders. Buyer shall submit Buyer's Purchase Orders for any Products, Software, Services or Software Support to Cellebrite as a written Purchase Order subject solely to the Terms, stating (i) for orders of Products or Software, the quantities and descriptions of products ("Products") or Software required, applicable purchase prices, license fees and License Term, and requested delivery dates and billing/shipping instructions; (ii) for orders of Services, the specifics of the requested Services, the applicable fees for such Services, requested performance and delivery dates and billing/shipping instructions; and (iii) for orders of Software Support, the quantities and type of Software being renewed, the applicable fees for such Software Support and the requested end date for such Software Support. Cellebrite will accept or reject (at Cellebrite's sole discretion) Buyer's Purchase Order at Cellebrite's offices in Parsippany, New Jersey. Buyer may reschedule delivery of Products one time at least thirty (30) days before the applicable delivery date. If Buyer makes any changes less than thirty (30) days before the applicable delivery date or any additional rescheduled delivery of Products, Buyer shall pay the full amount under the applicable Purchase Order. Except as set forth in the previous two sentences, Buyer may not cancel an accepted Purchase Order.

3. Product Delivery and Acceptance. Shipment of Products will be FCA Cellebrite's location (Incoterms 2010) in New Jersey. Unless specified in the Purchase Order, shipment will be made in a manner reasonably determined by Cellebrite. Shipments are deemed accepted upon delivery.

4. Service Provision. Cellebrite will perform the Services specified in an accepted Purchase Order at a site specified in the accepted Purchase Order ("Site") or at Cellebrite's location. Buyer agrees to cooperate with Cellebrite and provide access to the Site and support necessary for Cellebrite to perform Services hereunder. Cellebrite shall use commercially reasonable efforts to perform the Services in the time frame specified in an accepted Purchase Order, although Buyer agrees that the time frames are estimates only and Cellebrite shall not be liable for failure to perform the Services on such dates. For any Services performed at a Site, Buyer shall use best efforts to coordinate schedules with Cellebrite to ensure access to the Site for Cellebrite. Cellebrite may make any change in the specifications of any Service that do not materially adversely impact the performance of such Services at any time.

5. Pricing. Unless otherwise stated in writing by Cellebrite, all prices quoted are in U.S. dollars, Quotes expire thirty (30) days after the quotation date, and prices are exclusive of transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem) and similar taxes or duties now in force or hereafter enacted. Buyer agrees to pay all taxes, fees or charges of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Buyer and Cellebrite (except for taxes on the net income of Cellebrite), in addition to the prices quoted or invoiced. If Cellebrite is required to collect the foregoing, Buyer will pay such amounts unless Buyer has provided Cellebrite with a valid tax exemption certificate authorized by the

appropriate taxing authority. Unless otherwise stated in writing by Cellebrite, Cellebrite may increase its prices for Products, Software or Services at any time.

6. Terms of Payment. Payment is due prior to shipping of Products, delivery of Software, performance of Services or commencement of Software Support; provided that if Cellebrite has approved credit terms for Buyer's purchase, Buyer shall pay the invoiced amount within thirty (30) days after the date of Cellebrite's invoice, to be issued after shipping, delivery performance or commencement. Buyer shall make payment of all amounts due to Cellebrite's advised bank account by wire transfer of immediately available funds, unless otherwise specified by Cellebrite. Cellebrite may 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. If Buyer delays shipments of Products or otherwise attempts to modify an accepted Purchase Order other than as authorized herein, Cellebrite may invoice Buyer when Cellebrite is prepared to ship, provide Services or provide Software Support. Cellebrite may invoice Buyer immediately upon cancellation of or change to any Purchase Order in accordance with Section 2. Buyer shall reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with the collection of overdue amounts, including attorneys' fees. Buyer shall not be permitted to setoff any deductions against any amounts due to Cellebrite.

7. PMSI. Buyer hereby grants to Cellebrite a purchase money security interest in any Product or Software to secure the purchase or license price of such Product or Software until the purchase or license price is paid in full. Buyer shall execute and deliver any documents requested by Cellebrite to perfect and maintain such security interest.

8. Intellectual Property; Suggestions; Changes. Notwithstanding anything to the contrary, software furnished hereunder ("Software") is licensed and not sold. Title to Software and documentation related to Software ("Documentation") shall remain solely with Cellebrite. Software provided under these Terms will be subject to an end user license agreement ("EULA"), which takes precedence over these Terms in the event of any conflict between these Terms and the EULA. For the purposes of the EULA and these Terms, the "License Term" is the license term specified in an accepted Purchase Order. All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other software or other works of authorship or other forms of intellectual property which are made, created, developed, written, conceived of or first reduced to practice solely, jointly with Buyer or on behalf of Cellebrite arising out of these Terms shall be with Cellebrite. Any suggestions, improvements or other feedback provided by Buyer to Cellebrite regarding any Products, Software or Services shall be the exclusive property of Cellebrite. Buyer hereby assigns any intellectual property rights to Cellebrite in accordance with this Section 8. Unless otherwise stated in writing by Cellebrite, Cellebrite may change any Products, Software or Services at any time.

9. Warranty. Cellebrite's attached standard warranty shall apply to the sale of Products, license of any Software or provision of any Services under these Terms.

10. Software Support. Unless otherwise set forth in the applicable Purchase Order, for the first thirty six (36) months following the purchase of a Product, Cellebrite shall supply software updates ("Software Support") at Cellebrite's then-current price for Software Support or the price agreed to under an applicable Purchase Order,

if any. Following such period, Buyer may use a Purchase Order to purchase additional Software Support; provided that if Buyer discontinues Software Support and later elects to purchase Software Support, Buyer must also pay for the period during which Buyer discontinued Software Support. During the Software Support period, Cellebrite shall supply certain software updates to Buyer in accordance with Cellebrite's standard practices, although Cellebrite may, at its option, cease providing Software Support for any Product, in which case Cellebrite will allow the transfer of remaining Software Support for such Product to a new Product or refund Buyer's fees for Software Support on a pro rata basis, excluding the first year of Software Support for each Product. Cellebrite may invoice Buyer for Software Support on each anniversary of the purchase of a license to Software for such Software Support. Software Support does not cover any hardware defects.

11. Confidentiality. Each party agrees to keep the other party's confidential information confidential, with such care as it uses for its own confidential information, but at least reasonable care, and to only use the other party's confidential information for the purposes of these Terms. These Terms are Cellebrite's confidential information.

12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, EXEMPLARY CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO THE USE OF ANY PRODUCTS OR SOFTWARE, OR THE RESULTS OF ANY SERVICES, BY ANYONE OTHER THAN BUYER. CELLEBRITE'S ENTIRE LIABILITY TO BUYER FOR ANY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY BUYER TO CELLEBRITE DURING THE TWELVE (12) MONTHS THAT IMMEDIATELY PRECEDED THE EVENT THAT GAVE RISE TO THE APPLICABLE CLAIM. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION 12 SHALL NOT APPLY TO (I) BUYER'S PAYMENT OBLIGATIONS TO CELLEBRITE HEREUNDER; (II) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS; (III) BUYER'S VIOLATION OF CELLEBRITE'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) BUYER'S INDEMNITY OBLIGATIONS.

13. Buyer Indemnity. Removed by agreement.

14. Compliance with Laws. Buyer represents, warrants and covenants to Cellebrite that Buyer shall only use any Products or Software, or any Services or results of Services, in compliance with all applicable federal, state or local laws or regulations, or the applicable foreign equivalents, and in a manner that does not violate the rights of any third party.

15. U.S. Government End Users. The Software was developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" and/or "computer

software documentation" as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Software by the U.S. Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 and/or DFARS 227.7202-4, as applicable.

16. Export. Buyer shall comply with all applicable export control and economic sanctions programs, and shall not export any Products, Software, any technical data in relation thereto or any portion thereof, directly or indirectly, to any destinations prohibited by the government of the United States of America or to any Specially Designated Nationals or other denied or blocked parties of the United States Government. In this context, "technical data" has the meaning defined by applicable export regulations in the United States of America.

17. General. Buyer shall not assign its rights and obligations hereunder without the prior written consent of Cellebrite, whether by acquisition, merger, sale of all or substantially all of Buyer's assets relating to these Terms or otherwise. Any other purported assignment shall be null and void. No course of dealing or failure of either party to strictly enforce any term, right or condition of these Terms shall be construed as a waiver of such term, right or condition. Any waiver of these Terms must be in writing and signed by the party charged. Neither party shall be held responsible for any delay or failure in performance of any part of these Terms (other than payment obligations) to the extent such delay or failure is caused by events beyond its reasonable control. These Terms shall be governed by the laws of the State of Texas, excluding its choice of law rules that would result in the application of the law of any other jurisdiction and excluding the United Nations Convention for the International Sale of Goods. Buyer gives Cellebrite the right to list Buyer as one of Cellebrite's customers. The headings used in these Terms will not be deemed to affect the interpretation of any term or provision hereof. Except where the context otherwise requires, the terms "including" and "includes" shall be deemed to be followed by "without limitation". If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render these Terms unreasonable. Except as provided for herein and except for any nondisclosure agreement between Buyer and Cellebrite, these Terms constitute the entire agreement between Buyer and Cellebrite with respect to the subject matter herein.

## CELLEBRITE'S STANDARD WARRANTY

A. Hardware Warranty. Cellebrite warrants that each Product, including all firmware and excluding Software (for which the warranty is only as provided under Section D), but not related services or prototypes of any such Product, shall be in conformance with the written specification furnished or agreed to by Cellebrite for twelve (12) months after acceptance (the "Warranty Period"). If any failure to conform to such specification ("Defect") is suspected in any Product during the Warranty Period, Buyer, after obtaining return authorization information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyze the failures, making use, when appropriate, of technical information provided by Buyer relating to the circumstances surrounding the failures. Cellebrite will verify whether any Defect appears in the Product. If a returned Product does not have a Defect, Buyer shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at Buyer's option, either repair or replace the defective Product with the same or equivalent Product without charge or, if such repair or replacement has not occurred by the thirtieth (30th) day following Cellebrite's receipt of the returned Product, credit or refund (at Buyer's option) the purchase price within ten (10) days after such thirtieth (30th) day; provided: (i) Buyer notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Buyer knows or reasonably should know of the claimed Defect, (ii) the claimed Defect actually exists and (iii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product FCA Cellebrite's premises (Incoterms 2010), freight prepaid to Buyer's destination. Any replaced Product or replaced parts of any Product shall become Cellebrite's property. In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty are warranted to be free from Defects as set forth above with respect to any Defect that appears (i) within six (6) months from the date of repair or replacement or (ii) prior to the expiration of the original Warranty Period, whichever is later.

B. Touch Screen Exclusion. Notwithstanding Section A, the Warranty Period for the touch screen of any Product with a touch screen is the period from the date of Buyer's initial receipt of the Product until thirty (30) days after such date, and Cellebrite warrants such touch screen only to the extent any damage to it was not caused by Buyer's negligence or willful misconduct.

C. Warranty of Title. Cellebrite warrants that any title conveyed hereunder (excluding Software) shall be good and its transfer rightful, and that the Products delivered under these Terms shall be free from all liens, encumbrances and restrictions. Cellebrite further warrants that it has all rights and powers necessary to perform its obligations under these Terms and that to its knowledge, it has the right to grant the licenses and other rights provided to Buyer by these Terms.

D. Software Warranty. Cellebrite warrants to Buyer that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformity with its Documentation. As Buyer's sole and exclusive remedy, Cellebrite will, at its sole expense, in its sole discretion and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty.

E. Services Warranty. Cellebrite warrants to Buyer that any Services provided hereunder shall be delivered in a professional manner. Buyer's sole and exclusive remedy with respect to a breach of the warranty in this Section E shall be for Cellebrite to use commercially reasonable re-perform such Services.

F. Exclusions. Notwithstanding anything to the contrary in this warranty, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to defects in Products or Software in the following cases: (a) Buyer's misuse, damage, or unauthorized modification of the Products or Software; (b) Buyer's combination of the Products or Software with other products or software, other than as authorized in writing by Cellebrite; (c) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Buyer; (d) Buyer's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (f) for any Product with a touch screen, any defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any defect caused in a touch screen by Buyer's negligence or willful misconduct; (g) maintenance of the Products or Software in a manner that is contrary to specific written instructions provided by Cellebrite to Buyer; (h) a product or service not provided, authorized or approved by Cellebrite for use with the Products or Software; (i) any repair services not authorized or approved by Cellebrite; (j) any design, documentation, materials, test data or diagnostics supplied by Buyer that have not been authorized or approved by Cellebrite; (k) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS"); (l) any third party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (m) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (n) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (o) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorized by an agreement between Cellebrite and Buyer; (p) use of Products or Software incorporated into a system, other than as authorized by Cellebrite; or (q) any Products or Software that has been resold or otherwise transferred to a third party by Buyer (any Product or Software affected by the cases in (a)-(q) is referred to hereinafter as an "Excluded Item").

G. Warranty Limitations. EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A PRODUCT'S FAILURE TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALY FEASIBLE, TO CREDIT OR REFUND (AT BUYER'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-32369

Date Filed:  
03/29/2016

Date Acknowledged:

3/31/16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cellebrite Inc.  
Parsippany, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

FY16-565-111  
UFED Touch Ultimate Software Renewal - 1yr

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cellebrite Mobile Synchronization Ltd	Petah Tikva Israel Israel	X	

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

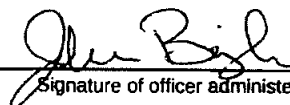
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Fran Felice, this the 31st day of MARCH, 2016, to certify which, witness my hand and seal of office.



Signature of officer administering oath

John Bigler

Printed name of officer administering oath

JOHN BIGLER

NOTARY PUBLIC OF NEW JERSEY

I.D. # 2346193

9:45 am

officer administering oath

My Commission Expires 7/22/2016