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

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

CITY CLERK
ORIGINAL

Quote

Quote Number:

Q-48283-Z

Quote Date:

3/31/2015

C-9905
04/17/2015

Quote to:

Glendale Police Department
6835 N. 57 Dr.

Glendale, AZ 85301

Contact: Daniel Soto

Phone #:

Quote Ship to:

Glendale Police Department
6835 N. 57 Dr.

Glendale, AZ 85301

Customer ID	Good Thru	Payment Terms	Sales Rep
GLENDALEPOLICED-6835	4/30/2015	Net 30	Bryan Carroll

Quantity	Item	Description	List Price	Ext. Price
1	SWUFULT-1	UFED Touch Ultimate Software Renewal - 1 Year Serial Number 5922288 Dongle 64707702 new exp date 6/21/2016	$3,098.99	$3,098.99

Please include the following information on your PO for Cellebrite UFED purchase:
- **Please include the ORGINAL 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://www.cellebrite.com/us/tc)**

Subtotal:	$3,098.99
S&H Amount:	
Sales Tax:	$0.00
Total:	$3,098.99

cellebrite
mobile data secured

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING CELLEBRITE-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

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

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

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

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

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

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

"Authorized Users" means the number of Concurrent Users that Buyer is licensed to have access to the Software.

"Cellebrite" means Cellebrite USA, Inc., a Delaware corporation with offices at 266 Harristown Road, Glen Rock, NJ 07452.

"Concurrent Users" means the number of Users of Buyer concurrently accessing the Software. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.

"Documentation" means any documentation related to any Software.

"Embedded Software" means a copy of Software delivered embedded in or loaded onto Cellebrite hardware equipment when such equipment is sold by Cellebrite. Updates or Upgrades to Embedded Software are also deemed "Embedded Software" to the extent such an Update or Upgrade would be deemed Embedded Software without regard to this sentence had it been delivered installed on the Cellebrite equipment.

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

"License Term" means the term of a paid subscription to the Standalone Software.

"Product" means a product sold by Cellebrite or an authorized reseller of Cellebrite with Embedded Software.

"Software" means an instance of a program, module, feature, function, service, application, operation or capability of the Cellebrite-supplied software. Software includes Embedded Software and Standalone Software.

"Standalone Software" means Software that is not Embedded Software or License Authorization Software.

"Third Party" means an individual or entity other than Buyer, Buyer's Affiliates, Cellebrite and Cellebrite's Affiliates.

"Update" means an update to the Software or the Standalone Software that is provided by Cellebrite and that may incorporate (i) corrections of any substantial defects; (ii) fixes of any minor bugs; (iii) at the sole discretion of Cellebrite, allowing additional compatibility of the Software with cellular phones provided by third parties; and/or (iv) at the sole discretion of Cellebrite, minor enhancements to the Software or Standalone Software, as the case may be; provided, however, that Updates shall not include Upgrades. Updates are generally identified by Cellebrite by a change to the version number to the right of the first decimal point (e.g., version 4.1 to 4.2).

"Upgrade" means a new release of the Software or Standalone Software that incorporates substantial changes or additions that (i) provide additional value and utility; (ii) may be priced and offered separately as optional additions to the Software or the Standalone Software, as the case may be; and/or (iii) are not generally made available to Cellebrite's customers without a separate charge. Upgrades are generally identified by Cellebrite by a change to the version number to the left of the first decimal point (e.g., version 4.2 to 5.0).

"User" means an individual able to gain access to any Software functionality (whether Embedded Software or Standalone Software).

"You" means any individual seeking the benefit of or evaluating this EULA.

2. LICENSE GRANT

A. Embedded Software. Subject to the terms and conditions of this Agreement, Cellebrite hereby grants to Buyer, and Buyer accepts, upon delivery of the Embedded Software, a nonexclusive, perpetual and nontransferable license to use each copy of the Embedded Software, in executable form only, provided by Cellebrite, and the accompanying documentation, only for Buyer's internal use in connection with the Products, in the country in which the Product with the Embedded Software was purchased from Cellebrite or an authorized reseller of Cellebrite and only as authorized in the Agreement.

i. General Limitations. Buyer shall use Embedded Software solely for execution on the unit of Product originally delivered to Buyer with such Embedded Software installed, or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such Embedded Software that Customer has licensed to Buyer may be loaded and executed only on the Product on which the originally licensed Embedded Software is authorized to execute.

ii. License Exclusion. Notwithstanding any other provision of this EULA, except as may otherwise be required by applicable law, no license is granted for installation or use of any Embedded Software or associated Update or Upgrade on any Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.

iii. Single Product. Buyer's license to the Embedded Software is limited to a license to use the Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite's authorized reseller.

B. Standalone Software. Subject to the terms and conditions of this EULA, Cellebrite hereby grants to Buyer, and Buyer accepts, upon delivery of the Standalone Software, during the License Term, a nonexclusive and nontransferable license to (i) use each copy of the Standalone Software, in executable form only, provided by Cellebrite, and the accompanying documentation, only for Buyer's internal use, only as authorized in the Agreement; (ii) only use a number of Concurrent Users that is equal to or less than the number of Authorized Users specified in a written agreement signed by both the Buyer and Cellebrite or purchase order accepted by Cellebrite, even if available on a higher number of computer systems; (iii) make a reasonable number of copies of the Standalone Software for use only as licensed in this Section 2.B, though in no case more than the number of Authorized Users; and (iv) make one (1) copy of the Standalone Software for backup, archival or disaster recovery purposes.

C. License Authorization Software. Subject to the terms and conditions of this EULA, Cellebrite hereby grants to Buyer, and Buyer accepts, upon delivery of the Standalone Software, during the License Term, a nonexclusive and nontransferable license to use each copy of the License Authorization Software, in executable form only, provided by Cellebrite, and the accompanying documentation, only for Buyer's internal use and only in the country in which the Standalone Software was licensed from Cellebrite or an authorized reseller of Cellebrite and only as authorized in the Agreement. Buyer's license to the License Authorization Software is limited to a license to use the License Authorization Software on one (1) Authorization Product for each license to the Standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite's authorized reseller.

D. Updates and Upgrades.

i. Updates. Updates or Upgrades to the Software may be made available to Buyer pursuant to a separate agreement between Cellebrite and Buyer. Any particular Update or Upgrade shall be licensed under the terms of the Software that is being updated by such Update or Upgrade, as the case may be.

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

iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Buyer or Buyer to accept such Updates or Upgrades. The provision of any Updates or Upgrades shall be governed by a separate agreement between Cellebrite and Buyer, or by a purchase order issued by Buyer and accepted by Cellebrite, in Cellebrite's sole discretion.

E. Specific License Terms for Particular Products.

i. Reserved.

ii. Reserved.

iii. Reserved.

F. No Right to Sublicense or Assign. Except to the extent otherwise required by applicable law or expressly provided for assignment generally in the Agreement, no license provided in this Section 2 is sublicensable, transferable or assignable by Buyer, including by operation of law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Buyer shall be null and void.

G. License Prohibitions. Notwithstanding anything to the contrary in this EULA, Buyer shall not, alone, through a User, an Affiliate or a Third Party (or allow a User, an Affiliate or a Third Party to): (a) modify any Software; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Software; (d) use any Software on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Software, except as provided for in the license grant above; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Software; (f) distribute any copy of any Software to any Third Party, including without limitation selling any Product with Embedded Software in a secondhand market; (g) use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite; (h) disclose the results of testing or benchmarking of any Software to any Third Party without the prior written consent of Cellebrite; (i) use any Update or Upgrade beyond those to which Buyer is entitled or with any Software to which Buyer does not have a valid, current license; (j) deactivate, modify or impair the functioning of any disabling code in any Software; (k) circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms (l) use the Software in violation of any applicable law or to support any illegal activity; (m) use the Software to violate the rights of any Third Party; or (n) 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.

H. Legal Exception. Buyer agrees that, to the extent that any applicable laws (including without limitation national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) give Buyer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before Buyer exercises any such rights, Buyer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either: (a) to perform the work to achieve such interoperability and charge its then-standard rates for such work to Buyer; or (b) to permit Buyer to reverse engineer parts of the Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Buyer's request, shall Buyer exercise its statutory rights.

I. Network Usage. Buyer understands and agrees that Cellebrite may use Buyer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of the Software. Cellebrite may, at its option, only permit activation of the Software upon exchange of license related data between Buyer's computer and the Cellebrite license server.

3. OWNERSHIP – Cellebrite (or its licensors) retains ownership of all right, title and interest in and to the Software and Documentation, and all copies of the Software. Nothing in this EULA constitutes a sale, transfer or conveyance of any right, title or interest in the Software or Documentation. Notwithstanding anything to the contrary, all Software is licensed and not sold and any reference to a sale of Software shall be understood as a license to Software under the terms and conditions of the Agreement.

4. CONFIDENTIALITY – Buyer agrees the Software and Documentation are the confidential information of Cellebrite. Buyer shall maintain the Software and Documentation in confidence, using the same degree of care it uses for its own confidential information, but at least reasonable care.

5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.

A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its subsidiaries and affiliates and the directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers of each of them; and "damages" shall be deemed to refer collectively to all injury, damage, loss or expense incurred.

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

1. For bodily injury or death to any person proximately caused by Cellebrite, Buyer's direct damages; and
2. For claims other than as set forth above, Cellebrite's liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Buyer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.

C. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS EULA, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL 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 THE SOFTWARE OR ITS LICENSING TO OR USE BY ANYONE OTHER THAN BUYER.

6. BUYER INDEMNITY – Buyer will, at its expense: (i) indemnify and hold Cellebrite and its affiliates, officers and directors harmless from any claim (whether brought by a Third Party or an employee, consultant or agent of Buyer's) alleging that any Product or Software furnished under this Agreement was used in a manner other than as authorized under this EULA, including but not limited to using the Product or Software in a manner that violates a person's fourth amendment rights under the United States Constitution (or its equivalent in the Territory) or misappropriating a person's list of contacts or other personal information; (ii) reimburse Cellebrite for any expenses, costs and liabilities (including reasonable attorney fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

7. DISABLING CODE

A. Disabling Code. Software may be provided to Buyer with disabling code that allows Cellebrite to disable such Software or the Products such Software is embedded in. Any Updates or Upgrades to the Software may include disabling code. Cellebrite agrees not to invoke such disabling code except as provided for in Section 7.B, without Buyer's prior consent, which may be given by telephone or email.

B. Invocation of Disabling Code. In addition to the invocation of disabling code when Cellebrite has received Buyer's consent described in Section 7.A, Cellebrite may, at its option, invoke disabling code in Cellebrite's Software without receiving Buyer's consent (i) if in Cellebrite's sole, reasonable discretion, Cellebrite believes that such Software has been, is being or will be used in violation of laws; (ii) if Cellebrite is required to do so, because of a court or regulatory order; (iii) if Buyer has not paid an outstanding invoice more than sixty (60) days after such invoice is due; or (iv) if Buyer has used the Software other than as authorized by Buyer's license. Cellebrite shall have no liability to Buyer for any good faith invocation of any such disabling code.

8. TERM AND TERMINATION

A. Term. The term of this EULA is while any Software is under Buyer's control or possession. Notwithstanding the foregoing, (i) the license to any Embedded Software may be terminated if Buyer has not paid an invoice sixty (60) days after such invoice is due; and (ii) the license to any Standalone Software is only during the License Term. The License Term shall be determined in a separate agreement between Cellebrite and the Buyer.

B. Termination. Cellebrite shall have the right to terminate this EULA upon thirty (30) days prior written notice to the other party if such other party has not cured any material breach of this EULA by the end of such thirty (30) day notice period. Upon termination of this EULA for any reason, (i) Buyer shall be responsible for payment for all purchase orders delivered to Buyer by Cellebrite before the effective date of termination; and (ii) Buyer shall destroy all copies of the Standalone Software under Buyer's control or possession.

C. Survival. The provisions of Sections 1, 2.C, 2.E, 2.F, 2.G, 3, 4, 5, 6, 7, 8.C, and 9-13 of this EULA shall survive any termination in accordance with their terms. In addition, any purchase order accepted by Cellebrite prior to the effective date of termination shall survive in accordance with its terms.

9. CHOICE OF LAW; JURISDICTION –The construction, interpretation, and performance of the Agreement and all transactions under it shall be governed by the laws of the State of New York, excluding its choice of law rules and excluding the Convention for the International Sale of Goods, and submit to the exclusive jurisdiction of the state and federal courts located in the State of New York, subject to any other provisions in the Agreement.

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

11. 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.

12. ENTIRE AGREEMENT – 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, except as provided for in the preamble to this Agreement regarding the order of precedence. This Agreement shall not be modified or amended except by a writing signed by Buyer and Cellebrite.

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

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers,
Acting City Manager

ATTEST:

Pamela Hanna, (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey,
City Attorney