

Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

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

Quote# Q-326650-1
Date: Jul 10, 2023

Billing Information
Washington Department of
Corrections
7345 Linderson Way SW
Tumwater, Washington 98501
United States
Contact: Christopher Newton
Phone: 360-772-5012

Delivery Information
Washington Department of
Corrections1
7345 Linderson Way SW
Tumwater, WA 98501
United States
Contact: Christopher Newton
Phone: 360-772-5012

End Customer: Washington Department of Corrections

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-00090122	Aug 09, 2023	Net 30	USD	Greg Mills

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
B-UFD-10-001	UFED 4PC Ultimate Subscription	3	Jan 14, 2024	Jan 12, 2028	493912197, 1463208879, 2042761351	25,782.33	77,346.99
B-BLB-01-022	Inspector Subscription	1	Dec 08, 2023	Jan 12, 2028	BBT3594743849	0.00	0.00
S-BLB-02-003	Inspector Subscription	1	Dec 08, 2023	Jan 12, 2028	BBT3594743849	7,172.60	7,172.60

SubTotal	USD 84,519.59
Shipping & Handling	USD 0.00
Sales Tax	USD 8,029.37
Total	USD 92,548.96

Comments:

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory. Cellebrite expressly agrees that the terms contained within Attachment A shall take precedence over the Agreement terms and any web linked terms contained herein, or terms incorporated by reference, with any conflicts present or future being resolved in favor of the Attachment A terms. DOC and Cellebrite may extend this Agreement for an additional three (3) one-year periods by written Agreement between the parties, but the three additional one-year periods will be subject to the then current rates of Cellebrite's products/services. DOC may add additional Cellebrite products or services, as necessary, at the prices quoted by Cellebrite at the time of the order, in order to continue to achieve the objectives of any grant(s) funding these efforts.

- Quote is subject to regulatory approval.

- **Freight Terms:** DAP

- **Limited Warranty:** Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days

- **General:** The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>

- **EULA:** All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>

- **Advanced Services (CAS):** The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>

- **Premium:** The following terms shall apply only to Cellebrite Premium at <http://legal.cellebrite.com/intl/PremiumUS.htm>

- **Pathfinder:** The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>

- **Training Services:** The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>

- **SaaS:** <https://legal.cellebrite.com/SaaS.htm>

In the event of any dispute as to which terms apply, Cellebrite agrees the terms contained within Attachment A shall take precedence.

*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 Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: WASHINGTON STATE DEPT OF CORRECTIONS ("DOC")

Signature: _____

Effective Date: _____

Name (Print): _____

Daryl Huntsinger,

Title: _____

Contracts Administrator

CELLEBRITE, INC.

Signature: _____

Effective Date: _____

Name (Print): _____

Title: _____

Please sign and email to Edeana Castillo at edeana.castillo@cellebrite.com

ATTACHMENT A**DOC Conditional Acceptance of Contractor Website or Clickwrap Terms**

The Parties agree that any Cellebrite ("Contractor") website terms related to products or services not utilized by DOC are not incorporated into this agreement and this document is the primary document for any order of precedence purposes. Contractor shall timely notify DOC of any contract website term changes. DOC shall not be bound by any such current Contractor website term, clickwrap, policy, clause, or future unilateral contract changes that:

- a. Increase the cost of the software programs or services during the current term of this agreement (not including any extensions of the initial term), or auto-renew the agreement, without a written amendment and/or a request from DOC for additional licenses/services/term length as may be allowed by the scope of the procurement or contract.
- b. Are in contravention of any Washington state law including public records laws or require DOC to take any position regarding the confidentiality of Contractor documents. Any injunction to prevent to any public records request for Contractor documents shall remain the sole responsibility of Contractor to acquire in a timely manner after a formal notice of the request has been provided Contractor by DOC.
- c. Would allow Contractor to commercialize DOC data or allow Category 3 or 4 data as defined in [OCIO 141.10 Securing Information Technology Standards](#) to be stored, created, transmitted, processed or altered outside of the United States.
- d. Would require DOC to indemnify Contractor or any third party or otherwise be responsible for their attorney's fees, litigation, arbitration/mediation related expenses, or would hold a party harmless for direct damages against DOC. DOC is not authorized to indemnify another party without explicit permission of the legislature.
- e. Would require jurisdiction, choice of law, venue or arbitration to be located anywhere other than Washington State in the appropriate court or forum within Thurston County.
- f. Would require DOC to pay any taxes based upon Contractors gross income or receipts.
- g. Would allow the use of DOC's name, logo, employee testimonial or other information on any Contractor website or marketing material without the express written permission on a case-by-case basis by DOC Communications, contact at: [Public Information Contacts | Washington State Department of Corrections, without DOC's written consent.](#)
- h. Would disallow or charge for access to records regarding this contract/purchase required by DOC or the Washington state auditor/legislative audit and review committee for any legal purpose for a period of six years.

DOC is required to have the following term in all our contracts as a condition of our funding as required by the state legislature:

Equality in Compensation

DOC is required to have the following language in all contracts per our budget proviso by the Washington state legislature. Contractor must ensure that similarly employed individuals in its workforce are compensated as equals, consistent with the following:

Employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

Contractor may allow differentials in compensation for its workers based in good faith on any of the following:

- a. seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
- b. bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
- c. bona fide regional difference in compensation level must be: consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

Public Records

Contractor understands and agrees that regardless of any such current Contractor website term, clickwrap, policy, clause, or future unilateral contract changes involving any Contract records or confidentiality, DOC shall not take or defend any position with regard to whether a Contractor's information or data is confidential, and that any public records request involving a Contractor record will be processed per the language below:

Contractor acknowledges that DOC is subject to the Public Records Act (Chapter 42.56 RCW) and that this Contract is a public record as defined in Chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. "Proprietary Information" or "Confidential Information" means information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws. To the extent consistent with Chapter 42.56 RCW, DOC will maintain the confidentiality of all such information marked Proprietary Information or Confidential Information. If a public disclosure request is made to view Contractor's Proprietary or Confidential Information, DOC will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DOC will release the requested information on the date specified.