

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. If Buyer is seeking training Services, the attached training terms addendum shall apply to such Services and shall prevail over terms in these Terms in the event of a conflict.
- 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. If Buyer seeks to pay any invoice using a credit card, Cellebrite may assess a convenience fee equal to three percent (3%) of the amount of such invoice.
- 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. 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. THIS SECTION 12 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. Buyer Indemnity. Buyer will, at its expense: (i) indemnify and hold Cellebrite and its affiliates, officers, directors and employees harmless from any claim arising from (a) any breach of these Terms; (b) any use of a Product or Software, or use of any Services or any results arising out of any Services, in a manner other than as authorized under these Terms, including using a Product or Software, or use of any Services or any results arising out of any Services, in a manner that violates any third party's rights, including a person's fourth amendment rights under the United States Constitution (or any similar foreign, state or local law), (c) any misappropriation of a person's list of contacts or other personal information; (d) any Excluded Item (as defined in Cellebrite's standard warranty) or (e) any violation of applicable law by Buyer hereunder; (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.

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. Litigation Support. In the event that Buyer requests that Cellebrite testify, or requires Cellebrite to testify, as a witness in relation to any Product, Software or Service provided hereunder, Buyer understands and agrees that such testimony shall be subject to a separate agreement in relation to which Cellebrite shall be compensated for its time and costs associated with preparation for such testimony and actual testimony.

18. 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, including for any import or export laws. These Terms shall be governed by the laws of the State of New York, 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" and "e.g.," shall mean "for example, but 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 to Buyer 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 to Buyer 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 efforts to 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.

TRAINING TERMS ADDENDUM

1. **Certain Definitions.** In this Training Terms Addendum, the following defined terms have the meaning ascribed to them below: (i) “Cellebrite Certified Instructor” means an individual who has passed the requirements prescribed by Cellebrite to lead a given Class. (ii) “Certificate” means a certificate issued by Cellebrite to a Student who has completed a Class and passed the applicable examination and completed any other requirements as may be determined by Cellebrite from time to time. (iii) “Class” means a training program supplied by Cellebrite hereunder. (iv) “ILT” means a Class that is led by a Cellebrite Certified Instructor and provided in a classroom environment. (v) “LOT” means a Class that provides live online training and is designed to be similar to ILT. (vi) “Seat” means a Student’s confirmed place in an ILT or LOT. (vii) “Student” means an individual attending a Class that is an employee or an individual independent contractor of Buyer. (viii) “WBT” means a Class that is available online, on-demand to a Student, and is self-paced and designed to support a Student unable to attend ILT.

2. **Purchase Order Terms.** In each Purchase Order, Buyer shall specify: (i) the name of each Student attending a Class and current contact information (including email address) for each such Student; (ii) the name and contact information of Buyer’s point of contact for Cellebrite; (iii) for ILT, the date and location of the course(s) for which Buyer is seeking any Seat; (iv) for LOT, the date of the course(s) for which Buyer is seeking any Seat; (v) for WBT, the name of the Class; and (vi) the price per Seat purchased for ILT or LOT, or the price per Student for WBT, as specified in Cellebrite’s Quote. Cellebrite shall provide a written response to each Purchase Order within seven (7) business days following the issuance of a Purchase Order for training Services. In the event Cellebrite fails to respond to Buyer within such period, the applicable Purchase Order shall be deemed accepted by Cellebrite.

3. **Purchase Order Cancellation or Modification.** Buyer may cancel a Purchase Order for ILT or LOT or a portion thereof, for any Student to attend ILT or LOT or postpone or reschedule any attendance at ILT or LOT by a Student (collectively, “PO Modification”), by providing Cellebrite notice thereof that is received by Cellebrite at least forty five (45) days prior to the applicable Class. In the event of any PO Modification for ILT or LOT that is received by Cellebrite less than forty five (45) days prior to the applicable Class, Buyer shall bear the proportion of Cellebrite’s costs set forth below incurred in connection with such Class prior to Cellebrite’s receipt of such notice, including costs of rental of a location, costs of travel, personnel costs, costs of materials, shipping costs and other costs; provided that Cellebrite shall use commercially reasonable efforts to mitigate such costs.

Days Prior to ILT or LOT When Cellebrite is Notified	Cancellation Fee per Seat	Rescheduling Fee per Seat
≥ 45 days	0%	0%
≥ 22 days and ≤ 44 days	25%	0%
≥ 15 days and ≤ 21 days	50%	10%
≤ 14 days	75%	25%

Cellebrite may invoice Buyer at any time following a PO Modification. Buyer may submit a PO Modification to Cellebrite by sending an email to training@cellebrite.com. Cellebrite may, in its reasonable discretion, allow Buyer to substitute one Student for another Student if Buyer submits such request to Cellebrite at training@cellebrite.com. Notwithstanding the foregoing, in the event that Buyer has requested a private Class, Cellebrite shall only charge Buyer such costs in the event that Buyer issues a PO

Modification that is received by Cellebrite less than thirty (30) days before the applicable Class and in such event Buyer shall be responsible for 100% of Cellebrite’s costs associated with such PO Modification.

4. **Registration.** Buyer shall ensure that each Student registers separately in Cellebrite’s learning management system. Buyer understands that Cellebrite may place restrictions on certain Classes from time to time, including prerequisites or limitations to certain types of Students (e.g., law enforcement officers). Buyer shall ensure that each Student does not use login credentials of any other Student and that each Student provides accurate information as part of his or her registration. A Student that does not have his or her own login credentials may not have accurate student records, access to appropriate course materials, complete applicable examinations or receive any Certificate. Without limiting any other remedy, Cellebrite may invoice Buyer for any additional fees associated with sharing of any account by any Student.

5. **Enrollment.** For any Student to attend a Class, a registration key is required. Cellebrite shall provide a registration key to the email address associated with each Student that is to attend a Class under a Purchase Order after Cellebrite receives payment for such Class. Each registration key is unique and is valid for one Student to attend one Class. In the event that Buyer purchases the right for a bulk number of Students to attend a Class (as may be determined by Cellebrite from time to time), Cellebrite shall send a list of registration keys to Buyer’s point of contact for distribution to each Student by Buyer. Cellebrite may cancel a reservation for ILT or LOT or revoke a registration key if a Student has not completed any prerequisite for the applicable Class.

6. **ILT-Specific Terms.** Buyer must submit a Purchase Order for ILT, and Cellebrite must have received payment from Buyer therefor, at least fifteen (15) days before the earliest ILT for which Buyer is purchasing Seats thereunder. Cellebrite may, at its option, accept a Purchase Order after such time frame, but Buyer may not receive appropriate notifications or may be subject to additional charges for expedited shipping, last minute travel and lodging charges, additional Cellebrite Certified Instructors and other such costs. For an ILT to proceed as scheduled, a minimum number of Students is required. Cellebrite may cancel an ILT for any reason, including because an ILT does not have enough Students. Any cancellation by Cellebrite hereunder shall be without liability to Buyer. Cellebrite requests that Buyer not purchase any travel for any Student prior to receipt of confirmation that an ILT will take place.

7. **Modification of ILT.** Cellebrite may modify the location, start time or other matters in relation to ILT at any time, without liability, by notifying Buyer thereof. If a venue is not suitable for delivery of ILT, Cellebrite may delay delivery until such venue is made suitable for delivery of ILT. In such a case, Cellebrite shall notify Buyer.

8. **International ILT.** For any ILT that is not conducted in the United States of America, Buyer shall be responsible for providing appropriate assistance to Cellebrite regarding entering the applicable country, including information about customs requirements, visa requirements, facilitating entry of Cellebrite personnel and Products, import and export laws or regulations of the applicable country, ensuring use of Products and training Services complies with applicable laws and regulations in the applicable country and other matters. At Cellebrite’s request, Buyer shall act as consignee of Products that Cellebrite seeks to import into the applicable country for an ILT at which Buyer has any Student attending. Cellebrite is

not responsible for any delay or cancellation to any ILT as a result of delays in import or export of Products or visas for Cellebrite personnel.

9. Registration Keys. Upon Cellebrite's receipt of payment therefor, Cellebrite shall issue Buyer the applicable number of registration keys for Classes. A registration key for a Class is only valid for ninety (90) days after issuance by Cellebrite. In order to participate in WBT or LOT, a Student is responsible for procuring his or her own computer and Internet access that are able to access WBT or LOT. Each Student taking a WBT or LOT must have a current license to UFED technology, Physical Analyzer and Phone Detective from Cellebrite, and Cellebrite may require that each such Software is the latest version thereof. Certain WBT or LOT may also have additional Software licensing requirements, and Cellebrite may change the requirements for licensing of Software for any WBT or LOT from time to time, without notice. Cellebrite shall mail a kit to each Student of certain WBT or LOT, using the address provided by such Student as part of his or her account information, FCA Cellebrite's location (Incoterms 2010) in New Jersey. In the event that such address is not accurate, Cellebrite may invoice Buyer for ninety nine dollars (\$99) and Buyer agrees that such Student's access to a Student kit necessary for such WBT or LOT may be delayed.

10. Return of Student Kits. Buyer shall ensure that each Student returns his or her Student kit promptly after taking the applicable WBT or LOT. Such return shall be made DDP Cellebrite's location (Incoterms 2010) in New Jersey. In the event that Cellebrite has not received a Student kit within thirty (30) days after the commencement of a WBT or LOT, Cellebrite may invoice Buyer ninety nine dollars (\$99) and may cancel the certification of any Student whose kit was not returned to Cellebrite.

11. Certificates. Upon successful completion of a Class by a Student, Cellebrite shall issue the appropriate Certificate to such Student. Any Certificate shall be valid until two (2) years after it was issued. Any Certificate that is altered by or on behalf of Buyer shall no longer be valid, and Cellebrite reserves the right to cancel any Certificate that has been altered at any time and with no liability to Buyer.

12. Warranty Disclaimer. EXCEPT AS SET FORTH IN CELLEBRITE'S STANDARD WARRANTY, EACH CLASS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, CELLEBRITE DOES NOT WARRANT THAT: (I) THE INFORMATION AVAILABLE THROUGH WBT OR LOT IS FREE OF ERRORS; (II) WBT OR LOT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS; (III) DEFECTS WILL BE CORRECTED; OR (IV) CELLEBRITE'S SERVERS OR THE SERVERS THAT MAKE WBT OR LOT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.