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CELLEBRITE IS WILLING TO LICENSE 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 BELOW) AND CELLEBRITE AND ANY "CLICK-ACCEPT" AGREEMENT, AS APPLICABLE. TO THE EXTENT OF ANY CONFLICT AMONG THIS EULA, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BY BUYER AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER, THE TERMS AND CONDITIONS OF THE MULTIPLE AWARD SCHEDULE (MAS) CONTRACT, AND CELLEBRITE'S TERMS AND CONDITIONS OF SALE, THE ORDER OF PRECEDENCE IS SET FORTH IN GENERAL SERVICES ADMINISTRATION ACQUISITION REGULATION (GSAR) 552.212-4(S) CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS, ORDER OF PRECEDENCE (MAY 2015) (ALTERNATE II – JUL 2009) ( FAR DEVIATION – JUL 2015) (TAILORED).

BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, THE GOVERNMENT "ORDERING ACTIVITY," DEFINED AS AN ENTITY AUTHORIZED TO ORDER UNDER GSA MAS CONTRACTS AS SET FORTH IN GSA ORDER ADM 4800.2H, AS MAY BE REVISED FROM TIME TO TIME, (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 ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN BUYER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. YOUR RIGHT TO RETURN AND REFUND ONLY APPLIES IF YOU ARE THE ORIGINAL END USER PURCHASER OF SUCH PRODUCT AND/OR LICENSEE OF SUCH SOFTWARE.

This EULA governs Buyer's access to and use of any Software and/or any Product (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 Users that Buyer is licensed to have access to the applicable Software. If the number of Authorized Users is not set forth in the Agreement, the number of Authorized Users shall be deemed to be the number of Products purchased by Buyer and shall be deemed to be a number of Concurrent Users. The number of Authorized Users may be expressed in the Agreement as a number of Concurrent Users, a number of Unique Users or a combination of both Concurrent Users and Unique Users.

“Cellebrite” means (i) Cellebrite Mobile Synchronization Ltd., an Israeli corporation with offices at 94 Em Hamoshavot Road, Petach Tikva, Israel 49130 or (ii) the subsidiary of Cellebrite Mobile Synchronization Ltd. (including without limitation Cellebrite Inc., Cellebrite GmbH, Cellebrite APAC PTE Ltd. or Cellebrite Ltda.), which has an agreement with Buyer and issues invoices to Buyer with respect to any Software and/or Product, as applicable.

“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 provided by Cellebrite.

“Embedded Software” means a copy of Software delivered embedded in or loaded onto a Product when such Product is sold by Cellebrite. Any Updates or Upgrades to Embedded Software are also deemed “Embedded Software”, notwithstanding being separately delivered from the applicable Product.

“Law” shall mean any law, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction or requirement of or by any governmental authority, as may be amended, changed or updated. “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 an instance of Software or a unit of Product.

“Product” means a product (Hardware and Software) sold by Cellebrite or an authorized reseller of Cellebrite. The term “Product” includes without limitation the UFED family of products, the UME family of products and the Cellebrite Touch family of products. “Product” does not include Authorization Products.

“Software” means an instance of a program, module, feature, function, service, application, operation or capability of any Cellebrite-supplied software. The term “Software” includes without limitation any Embedded Software, standalone software or any License Authorization Software.

“Territory” means the country in which Product was purchased or Software was licensed from Cellebrite or an authorized reseller of Cellebrite.

“Third Party” means an individual or entity other than Buyer, Cellebrite and Cellebrite’s Affiliates.

“Third Party Software” means certain software provided by a Third Party embedded in any Product, either as a standalone feature or as part of any Software, and which may be subject to additional end user license restriction and agreements.

“Unique Users” means a User authorized by Buyer to use Software through the assignment a single user ID, regardless of whether such User is using Software at any given time. A non-human device is counted as a Unique User in addition to any individual human user authorized to use the Software, if such device can access the Software.

“Update” means an update to any 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; 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 any 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 any Software; 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.

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

## **2. LICENSE GRANT**

A. Software. Subject to the terms and conditions of this EULA, Cellebrite hereby grants to Buyer, and Buyer accepts, upon delivery of any Software, during the License Term a non-exclusive, non-transferable license to (i) use each copy of such Software, in executable form only, provided by Cellebrite, and any accompanying Documentation, only for Buyer’s internal use in connection with the Products, in the Territory (or any other location specifically authorized by Cellebrite in writing) and only as authorized in the Agreement, subject to the restrictions in Section 2.E, 2.F and, if applicable, 2.D; (ii) only allow a number of Users to use the Software that is equal to or less than the number and type of Authorized Users specified in the Agreement, even if available on a higher number of computer systems; (iii) make a reasonable number of copies of Software, other than Embedded Software, for use only as licensed in this EULA, though in no case more than the number of Authorized Users; and (iv) make one (1) copy of Software, other than Embedded Software, for backup, archival or disaster recovery purposes.

i. Embedded Software Limitations. Buyer shall use any 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 Cellebrite has licensed to Buyer may be loaded and executed only on the unit of Product on which any originally licensed 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

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; Single Authorization Product. Buyer's license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite's authorized reseller. Buyer's license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such 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.

B. Updates and Upgrades.

- i. Updates. Updates or Upgrades to any 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.
- iv. Trial License for Updates and Upgrades. Subject to the terms and conditions of this Agreement, Cellebrite hereby grants to Buyer, and Buyer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of an Update or Upgrade to Software, in executable form only, when provided by Cellebrite, and any accompanying Documentation, only for Buyer's internal use for a trial of such Update or Upgrade, as the case may be, in the Territory and only as authorized in the Agreement, for a period as specified by Cellebrite, but, in any case, no longer than seven (7) days after Cellebrite provides such Update or Upgrade, subject to the restrictions in Section 2.E, 2.F and, if applicable, 2.D. Any time-limited license for any Software shall be subject to the foregoing license grant and such license may be issued at Cellebrite's sole discretion. Buyer agrees to provide to Cellebrite one or more email addresses at which Cellebrite can contact Buyer for communications from Cellebrite, including without limitation regarding Updates or Upgrades. Buyer shall provide Cellebrite with updated email address(es) each time such email address(es) change.

C. Specific License Terms for UFED Family of Products. The terms in this Section 2.C apply only to the UFED family of products (including without limitation UFED Logical, UFED Ultimate, UFED Physical Analyzer, UFED Logical Analyzer, UFED Phone Detective, UFED Link Analysis).

- i. Any use or operation of the Cellebrite UFED family of products in connection with any product and/or cellular device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User of

the Cellebrite UFED family of products has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.

- ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO BUYER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE UFED FAMILY OF PRODUCTS IN CONNECTION WITH ANY PRODUCT AND/OR CELLULAR DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.
- iii. Buyer represents, warrants and covenants to Cellebrite that (a) only Users of Buyer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Cellebrite UFED family of products; (b) Users of Buyer shall only use any of the Cellebrite UFED family of products in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Buyer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.

D. License Terms for Educational Use. If Buyer's purchase order or the Agreement indicates that Buyer is purchasing any Product and/or licensing any Software for educational use only, the following terms and conditions apply:

- i. Buyer hereby agrees not to use any Software which is licensed as being for educational use only for any purposes other than training of Buyer's employees, or, if Buyer is an accredited educational institution that is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any Law that replaces the same, for training of students who are full- or part-time students enrolled in a degree-granting program equivalent to a Bachelor's or higher degree.
- ii. Unless otherwise agreed to in the Agreement, the prohibition regarding use of Products for training other than for training of Buyer's employees set forth in Section 2.F(n) shall continue to apply. Nothing in this EULA permits Buyer to use any trade marks of Cellebrite.

E. 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.

F. 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 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 any results of testing or benchmarking of any Software to any Third Party; (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 any Software in violation of any applicable Law or to support any illegal activity; (m) use any Software to violate any rights of any Third Party; (n) use any Product for any training purposes, other than for training Buyer's employees, where Buyer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing; or (o) 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.

- G. Legal Exception. Buyer agrees that, to the extent that any applicable Law (including without limitation national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) grants 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 to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Buyer; or (b) permit Buyer to reverse engineer parts of such 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.
- H. 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 any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Buyer's computer and the Cellebrite license server.
- I. Third Party Software. Buyer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. Buyer shall comply with the terms and conditions applicable to any such Third Party Software, in addition to the terms and conditions of this EULA, including without limitation the following terms and conditions (to the extent applicable) set forth in the attached Bing Search API Terms of Use, last updated 12 June 2015.
3. **OWNERSHIP** – Cellebrite (or its licensors) retains ownership of all right, title and interest in and to any Software and Documentation and any derivative works thereof, and all copies of the Software and/or Documentation. Nothing in this EULA constitutes a sale, transfer or conveyance of any right, title or interest in any Software and/or Documentation or any derivative works thereof. 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 and/or Cellebrite may each disclose to the other proprietary marketing, technical or business information related to the subject of the Agreement (“Confidential Information”). Technical information relating to Software or Documentation and any Software or Documentation is Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked “confidential”, “proprietary” or the like to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

The receiving party shall: (a) hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information but at least reasonable care, (b) restrict disclosure and use of Confidential Information to employees (including any agents, contractors or consultants) with a need to know, and not disclose it to any other parties, (c) advise those employees, agents, contractors and consultants of their obligations with respect to Confidential Information, (d) not copy, duplicate, reverse engineer or decompile Confidential Information, (e) use Confidential Information only in furtherance of performance under the Agreement, and (f) upon expiration or termination of the Agreement, return all Confidential Information to the disclosing party or at the request of the disclosing party, destroy such Confidential Information.

The receiving party shall have no obligation regarding Confidential Information that: (u) was previously known to it free of any confidentiality obligation, (w) was independently developed by it, (x) is or becomes publicly available other than by unauthorized disclosure, (y) is disclosed to third parties by the disclosing party without restriction, or (z) is received from a third party without violation of any confidentiality obligation.

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement at the disclosing party’s expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure, access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

In the event that the Agreement has provisions relating to protecting the confidentiality of disclosures under the Agreement, this Section 4 shall be of no force and effect.

5. **EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.**

- A. Definitions; Exclusions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and “damages” shall be deemed to refer collectively to all injury, damage, loss or expense incurred. This Section 5 shall not apply to (a) personal injury or death resulting from Cellebrite’s negligence; (b) fraud committed by a Party; (c) any other matter for which liability cannot be excluded by Law; or (d) express remedies provided under the GSA Schedule 70 contract.

- B. Exclusive Remedies. Cellebrite's entire liability and Buyer's exclusive remedies against Cellebrite for any damages caused by any Product or 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:
- i. For bodily injury or death to any person proximately caused by Cellebrite, Buyer's direct damages; and
  - ii. 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, EXCEPT FOR THE LAST SENTENCE OF SECTION 5.A, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT 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 ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN BUYER.
- E. Third Party Software Liability. Notwithstanding anything to the contrary in this EULA, Cellebrite shall not be liable to Buyer or any User for any damages due to use of any Third Party Software. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall govern and apply with respect to the use of each such Third Party Software.
- 6. BUYER INDEMNITY – [Reserved]**
- 7. CELLEBRITE INDEMNITY –** Cellebrite will, at its expense: (i) indemnify, defend and hold Buyer and its Affiliates and its and their officers and directors harmless from any claim (whether brought by a Third Party or any customer of Buyer) to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Buyer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Buyer and attributable to such claim.

In addition, in connection with satisfying its obligations hereunder, Cellebrite shall have the right, at any time and at its option and expense to: (a) procure for Buyer and/or its customers the right to continue using such Software, or any Product on which such Software is embedded; (b) replace or modify any such Software, or any Product on which such Software is embedded, provided or to be provided, to be free of such infringement; or (c) require return of such Software, or any Product on which such Software is embedded, and refund the purchase price or license price depreciated on a straight-line basis over a three (3) year period from the delivery date.



Notwithstanding the foregoing, (A) Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item; (B) the maximum liability of Cellebrite in relation to any such claims under this Section 7 shall not exceed the amounts paid by Buyer to license any Software for which such infringement claim was filed or purchase Products including such Software in the then-previous twelve (12) months; and (C) in the event that there are any other indemnification obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

Cellebrite's obligations under this Section 7 are conditioned upon: (1) Buyer giving Cellebrite prompt written notice (within no more than thirty (30) days) after any such claim, unless Cellebrite would not be materially prejudiced thereby; (2) Cellebrite having complete control of the defense and settlement of such claim; (3) Buyer cooperating fully with Cellebrite to facilitate the defense or settlement of such claim; and (4) Buyer's substantial compliance with the Agreement.

The sale of any Product by Cellebrite shall not in any way confer upon Buyer, or upon anyone claiming under Buyer, any license (expressly, by implication, by estoppel or otherwise) under any patent claim of Cellebrite or others covering or relating to any combination, machine or process in which such Product is or might be used, or to any process or method of making such Product.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY AND OBLIGATION OF THE PARTIES HERETO FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

## **8. WARRANTY**

- A. Hardware Warranty. Subject to Buyer's compliance with the Agreement, Cellebrite warrants to Buyer that each Product, but not Software, related services or prototypes of any such Product, shall be materially in conformance with the written specification furnished or agreed to by Cellebrite for six (6) months after delivery (the "Warranty Period"). If any failure to materially 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 such failures. Cellebrite will verify whether any Defect appears in the applicable Product. If a returned Product has a Defect, Cellebrite shall, at Cellebrite's sole 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 forty fifth (45th) 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 forty fifth (45th) 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 deliver any replacement Product to Buyer (Ex Works Cellebrite's loading dock, Incoterms 2010). Any replaced Product or replaced parts of any Product shall become Cellebrite's property. In no event shall Cellebrite be responsible for de-installation 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 three (3) months after 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 8.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.
- 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 this EULA shall be free from any liens, encumbrances and restrictions.
- 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. Third Party Software Warranty. Notwithstanding anything to the contrary in this EULA, Cellebrite does not provide any warranty with respect to any Third Party Software. The warranty under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall govern and apply with respect to each such Third Party Software warranty.
- 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 any Products or Software; (b) Buyer's combination of any Products or Software with other products or software, other than as authorized in writing by Cellebrite, including without limitation any installation of any software on any Product without Cellebrite's prior written approval; (c) placement of any 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 without limitation physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including without limitation 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 after 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 any Product or Software in a manner that is contrary to specific written instructions provided by Cellebrite to Buyer; (h) a usage of a product or service not provided, authorized or approved by Cellebrite for use with any Product 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) any prejudicing of Cellebrite's

ability to repair a defect caused by Buyer's failure to promptly notify Cellebrite in writing of such Defect; or (q) any Product or Software that has been resold or otherwise transferred to a Third Party by Buyer (each of (a)-(q), an "Excluded Item"). Without limiting the foregoing, Cellebrite's obligations under the warranty provided hereunder are conditioned upon Buyer's compliance with the terms of the Agreement.

- G. Limitation. Without limiting the foregoing, Cellebrite does not warrant that (i) the operation of any Software and/or Product will be error-free; (ii) all defects in any Software and/or Product will be corrected; or (iii) any Software may not operate on hardware or operating systems or in conjunction with other software other than as expressly specified in the Documentation or approved by Cellebrite in writing.
- H. Warranty Limitations. EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS AFFILIATES, AND ITS AND THEIR 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 FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER 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. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND PRODUCT REMAINS WITH BUYER.
- I. 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.

## **9. DISABLING CODE**

- A. Disabling Code. Software may be provided to Buyer with code that allows Cellebrite to disable such Software. Any Updates or Upgrades to Software may include disabling code. Cellebrite agrees not to invoke such disabling code except as provided for in Section 9.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 9.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.

## **10. 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 Software may be terminated by Cellebrite if Buyer has not paid any invoice sixty (60) days after such invoice is due; and (ii) the license to any Software is only during the License Term applicable to such Software. 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 Buyer if Buyer 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 any Software under Buyer's control or possession.
- C. Survival. The provisions of Sections 1, 2.C, 2.E, 2.F, 2.H, 2.I, 3, 4, 5, 6, 9, 10.C, and 11-15 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.

## 11. CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE

- A. Choice of Law; Jurisdiction. Any dispute or claim relating to this EULA shall be solely and exclusively resolved in the applicable courts of the country of incorporation of the Cellebrite entity that sold the Product to Buyer (and, in the case of sales or licenses in the United States of America, in the federal or state courts located in New Jersey). Buyer hereby acknowledges and agrees that Cellebrite shall be entitled, at its sole and absolute discretion, to initiate any dispute or claim against Buyer in any jurisdiction as permitted by applicable Law, including without limitation with respect to any application for injunctive remedies (or an equivalent type of urgent legal relief), without any reference to the place of incorporation of the applicable Cellebrite entity.

The laws governing this EULA shall be Federal Laws of the United States of America, without giving effect to any choice of Law rules that would result in the application of any Law of any other jurisdiction or to the United Nations Convention for the International Sale of Goods. The Uniform Computer Information Transactions Act shall not apply to this Agreement, in the event that it is passed in the jurisdiction set forth above.

- B. Governing Language. The parties hereto have required that this EULA be drawn in the English language, and that the English language version shall control over any translations thereof. If Buyer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette EULA soient rédigés en anglais.

- 12. **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 promptly notifies Cellebrite and agrees in writing to Cellebrite 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 herein shall be null and void.

13. **NON-WAIVER** – No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.
14. **ENTIRE AGREEMENT** – The terms and conditions contained in this EULA 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 EULA, except as provided for in the preamble to this EULA regarding the order of precedence. This EULA may not be modified or amended except by a writing signed by Buyer and Cellebrite.
15. **CONSTRUCTION; SEVERABILITY** – The headings used in this EULA 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 EULA unreasonable. In case of any inconsistency between this EULA and any other agreement, document and/or instrument entered into by Buyer and Cellebrite, the terms of this EULA shall prevail, except to the extent of the order of precedence set forth above.

Release Date: March 16, 2015

## BING SEARCH API TERMS OF USE

Last Updated - 12 June 2015

**1. WHAT DOES THIS CONTRACT COVER?** This is a contract between the entity you represent or, if you do not represent another entity in connection with the Service, you individually (“**you**” or “**your**”) and Microsoft Corporation (“**Microsoft**,” “**we**,” “**us**” or “**our**”). This contract applies to use of the Microsoft Bing Search API (the “**API**”) and the content available through queries to the API (“**Bing results**”). As used in this contract, “**Services**” means, collectively and as applicable, the Bing results and the API.

These terms permit your use of the API only for search-like experiences on consumer end-user-facing websites and consumer end-user-facing applications that you own or control (“**Property**” or “**Properties**”). This contract incorporates by reference the pricing and payment terms applicable to the Service, and all applicable guidelines, documentation or requirements, technical, operational or otherwise relating to the Services, including without limitation the API documentation found at: <http://www.bing.com/dev/>, (or any successor location) as they may be published and updated by Microsoft from time to time.

**Please note that we do not provide warranties for the Service. This contract also limits our liability. These terms are in Section 14 and Section 15 and we ask you to read them carefully.** We provide the Services solely on an “as is” and “as available” basis. We also reserve the right to vary the Services, including to particular Properties and users, in our sole discretion. For your information only, and without liability to you or to any third party if we fail to achieve the goals, our service level goals are as follows:

**Uptime\***: 99.5% of the time, on average, as measured over a 12 month period.

**Query Response Time\*\***: Microsoft’s response time averages no more than 1.5 seconds in aggregate over a 12 month period. Latency in delivery of Bing results depends on many factors, including factors outside Microsoft’s control such as bandwidth and server capacity.

**\*\*Uptime**” means the percentage of time that Bing services are operational to receive, process, and respond to queries, excluding scheduled downtime (if any).

**\*\*\*Query Response Time**” means the time between when Microsoft has received the query transmission from Company (i.e., the query arrives at Microsoft’s network border) to when Microsoft begins to transmit a response back to Company (i.e., when the response begins to leave Microsoft’s network border).

**2. SERVICE.** You may, on a non-exclusive, non-transferable basis, use the Services to (i) query the Bing API in response to users’ individual intentionally-initiated internet search queries on Properties; and (ii) display Bing results in a search-like experience on the Properties in response to such queries. This includes making limited temporary intermediate copies of the Bing results solely as necessary to display them on your Property. Your use is limited solely to display on consumer end user-facing Properties you own or control. Microsoft and its suppliers retain all right, title, and interest in and to the Services (including the API and Bing results) and all intellectual property rights in any of these.

You are responsible for all conduct and content in connection with the Properties while using the Services, and for any consequences of your conduct, operation of the Property, and the combination of Bing results with the Property. Upon Microsoft request, you will provide Microsoft a list of all your Properties using the Service, and such other information and materials related to your use of the Service and compliance with this agreement as Microsoft may reasonably request.

**3. DISPLAY OF RESULTS.** Bing results may be provided from several Source Types, depending on which of them you request. “**Source types**” are categories of information available as Bing results, for example Web, News, Spell, Video, Image and Related Search, as described in API documentation. Microsoft may make more or fewer Source Types available through the API at any time. The following display requirements apply to Bing results:

•**Attribution and branding.** When we include trademark(s), logo(s) or other attribution or branding of Microsoft or third parties in Bing results, you will not remove, modify, or interfere with the display or viewing of those parts of the Bing results. Whether we include such attribution or branding or not, you will attribute us as the source of the Bing results in the manner that we may specify from time to time in applicable Services documentation and our product guidelines (as updated from time to time), currently found at <http://www.bing.com/toolbox/bingdeveloper/> (or any successor location).

•**Microsoft advertising.** On any page in which you display Bing results, you will only display advertising that Microsoft serves or provides. If Microsoft includes advertising in Bing results, you will not remove, modify, or interfere with the display or viewing of this advertising.

•**Additional limitations for image, news and video results.** You must not display advertising on the same page with any Bing image, news or video search results. Image, news or video search results obtained through the Services must not constitute the sole or primary content of any Property.

**4. RESTRICTIONS ON USE.** Your Properties and your access to and use of any or all of the Service, must comply with all applicable Microsoft policies and guidelines (including, without limitations, any API call volume limitations, security policies, and privacy policies), requirements and documentation, and all applicable laws (including, without limitation, the applicable laws of your jurisdiction relating to online conduct, acceptable content, data collection, privacy, and the export of data to the United States or your location). This contract does not grant you any rights related to any services, materials, content, or data other than set out in this contract specific to your use of the Service. You will not, and will not permit your users or other third parties to:

(a) edit, modify, reverse engineer, decompile, or otherwise alter the Service, except where the foregoing are expressly permitted by law;

(b) distribute, publish, syndicate, redistribute, transfer, transmit, make available to third parties, or enable, or allow access or linking to the Service from any location or source other than your Property;

(c) edit, modify, translate, filter, remove, obscure, truncate, or add to or change the order of, or replace the text, images, or other content of Bing results;

(d) display Bing results with search results from other sources or with other content so that such other search results or content appears as displayed to be part of the Bing results, other than in either case blending and

displaying with your own proprietary information;

(e) frame, minimize, remove, redirect, delay, or otherwise inhibit or modify the display of any web page accessed by the links provided in or associated with Bing results;

(f) hide or mask from us your identity, or the identity of your Property, as it uses the Services, including by failing to follow the identification conventions listed in the API documentation;

(g) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or otherwise violate Microsoft's then-current editorial policies (found at <http://advertise.bingads.microsoft.com/en-us/bing-ads-policies> (or any successor location), and which may be updated from time to time);

(h) impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations (e.g., copyright or trademark symbols), or labels of the origin or source of services, software, or other materials;

(i) use the Services to violate applicable laws (including infringement of any intellectual property rights or similar rights) or for any unauthorized purpose;

(j) interfere with or disrupt the Services, or servers or networks related to the Services, or disobey any requirements, procedures, policies, or regulations of networks related to the Services;

(k) create user accounts by automated means or under false or fraudulent pretenses;

(l) promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual;

(m) copy, store, or cache any Bing results, except for the limited, temporary intermediate purpose allowed in Section 2;

(n) commercialize (i.e., sell, rent, or lease) Bing results whether or not a fee or consideration is payable to you;

(o) knowingly transmit any virus, worm, defect, spyware, malware, ransomware, Trojan horse, or any other item intended to destroy, surreptitiously interfere with, expropriate, or exert unauthorized control over any system or data or to defraud any person;

(p) directly or indirectly generate impressions or clicks on Bing results, or authorize or encourage others to do so, though any automated, deceptive, fraudulent, or other invalid means or through the use of incentives (e.g. awarding



cash, points, contest entries, etc.);

(q) take any action to remove the hyperlinks included as a part of any transmitted Bing results; or

(r) (i) create or attempt to create a substitute or similar service or product as that of the Service or the [www.bing.com](http://www.bing.com) site and related Bing search services through use of or access to any of the Services or related proprietary information or Bing results or (ii) use the Services as part of any machine learning or similar algorithmic activity in order to train new or existing services which you or third parties may offer; or

(s); mask or obscure the user agent or IP address of a user requesting Bing results through a Property.

**5. END USER TERMS.** At all times while using Services with your Properties, you must maintain an agreement with the end users of your Properties, that: (i) does not make or purport to make any representation or warranty (express, implied, statutory, or otherwise), on behalf of Microsoft; (ii) does not create or purport to create any support or other obligations on the part of Microsoft, with respect to the Services or otherwise; and (iii) constitutes a legally binding agreement under applicable laws.

**6. PRIVACY.** We receive query data from your Property to deliver Bing results for display to end users. The queries you send to the Services are subject to the data practices described in the end user privacy statement for services powered by Bing (as updated from time to time), at <http://go.microsoft.com/fwlink/?LinkId=521839>(or any successor location).

You must prominently display, maintain and comply with a privacy statement for each Property that exchanges data with the Services. The privacy statement must include, at a minimum, a full, accurate, and clear disclosure regarding the placement, use, and reading of cookies and related technologies, and your collection, use, storage and transfer of data in relation to activity by users of your Properties.

**7. LIMITING THE SERVICE.** We may use technology or other means to protect the Services, protect our customers, or stop you from breaching this contract. These means may include, for example, filtering to stop spam or increase security. These means may hinder or prevent your use of the Services. We also may, in our sole discretion, limit the: (a) rate at which the Services, or any subset of them, may be called or made available; and (b) the length of individual content segments that may be uploaded to, or served from, the Services (all of the foregoing being forms of "**Throttling**"). We may perform this Throttling globally across all Services, per end user, or on any other basis. You will not take steps to circumvent or disable any technical measures we may put in place to enforce Throttling.

**8. CHANGES TO THE SERVICES; CANCELLATION OF THE SERVICES.** We may change (including by removing features, adding or removing Source types, or charging additional fees for features previously provided free or at different rates), update, or enhance (collectively, "modify," or "modification") the Services at any time and may require you to obtain and use the most recent versions. Modifications may affect your ability to use the Services and may require you to change (at your sole cost) the way you previously used them. If any modification is unacceptable to you, your only recourse is to cancel your subscription and stop using the Services. Your continued use of the Services following any posted update or change to the Services will constitute your binding acceptance to the update or change. We will not be liable for any costs that you incur, or for lost profits or damages of any kind, related to any such modification. We may cancel or suspend your use of the Services or our offering of the Services partially or in its entirety at any time. Our cancellation or suspension may be without cause, without notice, or both. Upon cancellation, your right to use the Services will cease immediately. Once the Services are cancelled or suspended, any data you have stored on the Services may not be retrieved later.

**9. HOW WE MAY CHANGE THE CONTRACT.** If we modify this contract, then we will provide notice as described in Section 22 below. If you do not agree to any such modifications, then you must stop using the Services. If you do not stop using the Services, then your use of the Services will continue under the modified contract. Any documents or websites incorporated into this contract by reference or link may be modified and updated from time to time by Microsoft and upon such modification or update will be deemed a part of this contract.

**10. FEES AND PAYMENT.** The price, payment terms, and other terms and conditions for the particular offer for Services that you choose are detailed in the marketplace or channel through which you signed up for the Services, and are hereby incorporated by reference.

**11. INDEMNIFICATION.** You will indemnify and hold Microsoft and its suppliers (and their directors, officers, affiliates, and agents) harmless from and against any and all loss, liability, costs and expense (including reasonable attorneys' fees and costs) suffered or incurred by reason of any claims, proceedings, or suits based on or arising out of any breach or alleged breach by you of this contract, or any part of it, or that otherwise relates to your Properties or your use of the Services. You will be solely responsible for defending any claim using mutually-agreed counsel, subject to our right to participate with counsel we select, and you will not publicize any claim or agree to any settlement that imposes any obligation or liability on or admits any wrongdoing by, us or our suppliers (or their directors, officers, affiliates, and agents) without our prior written consent, such consent provided by us in our sole discretion.

**12. BRAND FEATURES.** You must not use any logo, trademark, or service mark obtained in connection with the Services for any purpose without our prior written approval, other than to attribute under the following license. You have a limited, non-exclusive, non-transferable, royalty-free license during the term of your use of the Services to use, reproduce, distribute and display the Microsoft trademarks, service marks, logos and other distinctive brand features specifically contemplated in the Bing Product Guidelines (currently found at <http://download.microsoft.com/download/0/4/E/04E076D4-60B2-4D31-BCC7-C4805B558DBB/Bing%20product%20guidelines.pdf>) and API documentation as such guidelines and documentation may be updated from time to time (the "Microsoft Brand Features"), so long as your use is strictly in accordance with such guidelines and documentation and solely for the purpose of attribution of the Services. You do not have a license to any additional or third party logo, trademark or service marks delivered as part of Bing results. Logos, trademarks and service marks accompanying Bing results are to be displayed only as an integral part of the Bing results, as described in Sections 3 and 4 and in the API documentation. You will not claim or imply any sponsorship or endorsement of your Property by Microsoft, and will not use any Microsoft Brand Feature in a way that is misleading or deceptive. All uses of Microsoft Brand Features and all goodwill associated therewith insure solely to the benefit of Microsoft. Notwithstanding anything else herein to the contrary, we reserve the right to further limit the license granted in this Section to the extent that your use or display may negatively impact the goodwill or reputation associated with Microsoft Brand Features.

**13. TERM.** This contract becomes effective on your first use of the Services. Microsoft may terminate this contract immediately for any reason or no reason and without notice. If this contract terminates, all rights granted to you by this contract will automatically terminate and you will cease to have any rights to use the Services. All terms of this contract that, by their nature, are intended to survive termination will survive (including, without limitation, Sections 14 and 15). We will have no liability to you for any termination or suspension of Services.

**14. WE MAKE NO WARRANTY.** To the fullest extent permitted by law, Microsoft makes no warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the Services, its performance, or anything provided in relation to this contract. Without limiting the foregoing, we make no guarantees with respect to the availability or uptime of the Services or any other technologies. We may conduct maintenance on the Services at any time, with or without notice.

**15. LIABILITY LIMITATION.** YOU CAN RECOVER FROM MICROSOFT, ITS SUPPLIERS, AND THEIR OFFICERS, LICENSORS, AND AFFILIATES, ONLY DIRECT DAMAGES UP TO THE GREATER OF EITHER: (i) THE AGGREGATE AMOUNTS PAID BY YOU FOR THE SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE APPLICABLE CLAIM AROSE; OR (ii) USD\$1,000 (ONE THOUSAND UNITED STATES DOLLARS) IN AGGREGATE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES. THIS LIMITATION APPLIES TO ANYTHING RELATED TO THE SERVICES; CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES, THIRD PARTY PROGRAMS OR THIRD PARTY CONDUCT; VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS TO OR USE OR ATTEMPTED USE OF THE SERVICES; LOSS OF DATA; LOST PROFITS; INCOMPATIBILITY BETWEEN THE SERVICES AND OTHER SERVICES, SOFTWARE, AND HARDWARE; DELAYS OR FAILURES YOU MAY HAVE IN INITIATING, CONDUCTING, OR COMPLETING ANY TRANSMISSIONS OR TRANSACTIONS IN CONNECTION WITH THE SERVICES IN AN ACCURATE OR TIMELY MANNER; AND CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE, OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT. IT ALSO APPLIES EVEN IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE OR IF MICROSOFT KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY, TO A CERTAIN OR ENTIRE EXTENT, NOT APPLY TO YOU. FURTHERMORE, WE WILL NOT BE LIABLE TO YOU FOR DAMAGES RESULTING SOLELY FROM TERMINATING THIS CONTRACT ACCORDING TO SECTION 13.

**16. COMPANY DATA.** Contact, billing and related information connected with your use of the Service is subject to the Microsoft Online Privacy statement at <http://www.microsoft.com/privacystatement/en-us/OnlineServices/Default.aspx> (or any successor location, and as it may be updated from time to time) and the terms associated with your Microsoft marketplace account for the Services.

**17. INTERPRETING THE CONTRACT.** All parts of this contract apply to the maximum extent permitted by law. If any term of this contract is unenforceable, the remainder will be fully enforced to effect the parties' intent. Unless stated or context requires otherwise: (a) all internal references are to this contract and its parties; (b) "days" means "calendar days"; (c) "may" means that the applicable party has a right, but not an accompanying duty; and (d) a party's choices under this contract are in its sole discretion, subject to any applicable duties of good faith. Examples following "including" or "e.g." are not exhaustive (i.e., are interpreted to include "without limitation"), unless qualified by words such as "only" or "solely." This contract will be interpreted according to the plain meaning of its terms without any presumption that it should be construed to favor either party. The section titles in the contract do not limit the other terms of this contract.

**18. ASSIGNMENT.** We may assign or otherwise transfer any of our rights or obligations under this contract, in whole or in part, at any time with or without notice to you. You may not assign or otherwise transfer any of your rights or obligations under this contract, or any part of it, to any other person without our prior written consent. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the Services or any part of the Services.

**19. NO THIRD PARTY BENEFICIARIES.** This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

**20. CLAIM MUST BE FILED WITHIN ONE YEAR.** Any claim related to this contract or the Services may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

**21. EXPORT.** Microsoft software, online services, professional services, and related technology are subject to U.S. export jurisdiction. You must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, Office of Foreign Assets Control sanctions programs, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>.

**22. NOTICES.** This contract is in electronic form, and you consent to Microsoft sending you any information related to this contract in electronic form (by email, by access to a Microsoft website designated in an email notice to you, or by posting notice on the Service account website (or any successor website that Microsoft notifies you of by email)). If you withdraw this consent, you must stop using the Services. Notices provided to you by email will be deemed given and received on the email transmission date. You acknowledge that, as long as you access or use the Services, you must have, or have access to, the necessary software and hardware to receive these notices.

**23. MISCELLANEOUS .** The parties are independent contractors under this contract and do not intend to form any other relationship. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf. You understand and acknowledge that Microsoft is not certifying, nor endorsing, and has no obligation to certify or endorse, any aspect of your Property. Microsoft specifically disclaims all liability for your Properties, any content or other service displayed in or through, accessed via or relating to your Properties, and your implementation of the Bing results. You must not issue a press release or other written public statement regarding this contract without Microsoft's written approval. Only written waivers will be effective. Each party will pay its own costs to perform (except where expressly stated otherwise). You will maintain commercially reasonable levels of insurance with commercially reasonable insurers to enable you to comply with your obligations under this contract. In relation to this contract, you will comply with all applicable laws and other requirements of governments having jurisdiction. All rights and remedies under this contract are cumulative. Except as otherwise expressly stated in this contract, this contract is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous communications and agreements. Except as otherwise expressly provided in Sections 9 and 10, this contract may only be modified in a writing that is manually signed by both parties after the Effective Date.

**24. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES.** Washington state law governs the interpretation of this contract and applies to claims arising out of or in relation to it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which we direct the Services. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA for all disputes arising out of or relating to this contract.