

PRODUCT EVALUATION AGREEMENT

THIS PRODUCT EVALUATION AGREEMENT ("**Agreement**") dated this 2nd day of May, 2016, (the "**Effective Date**") is made and entered into by and between Cellebrite Inc., a Delaware corporation, 7 Campus Drive, Suite 210, Parsippany, NJ 07051, ("**Cellebrite**"), and City of Fort Lauderdale, 1300 W. Broward Boulevard, Fort Lauderdale, Florida 33312, ("**Evaluator**").

WHEREAS, Cellebrite is a leading provider of mobile forensic and data transfer solutions, including associated software and documentation ("**Products**"), which Cellebrite is willing to provide to Evaluator on the terms and conditions set forth herein; and

WHEREAS, Evaluator desires to evaluate the Products solely for its internal purposes;

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Evaluation Period: The Evaluator may evaluate two UFED InField Kiosks FT8000 v2 ("Equipment") and associated software for a period of 120 days ("Evaluation Period") free of charge. If the Product under evaluation includes software, Cellebrite hereby grants to Evaluator a limited, revocable and temporary license to use the software during the Evaluation Period. Upon the expiration or termination of the Evaluation Period, the license to use the software shall automatically and immediately terminate.

Each party agrees to keep confidential the other party's information to the extent such information is confidential pursuant to Florida law, with such care as it uses for its own confidential information, but at least reasonable care, and to only use the other party's information, to the extent such information is confidential pursuant to Florida law, for the purposes of this Agreement.

Cellebrite shall at all times retain sole title to the Product. Evaluator agrees to return the Product to Cellebrite upon the expiration of the Evaluation Period or upon Cellebrite's request.

Approved usages of the Product(s) are set forth in the relevant Documentation. Cellebrite assumes no liability if any Product is used in any manner other than as specified in the Documentation.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

ATTEST:

City of Fort Lauderdale

Jeffrey A. Modarelli
City Clerk

John P. "Jack" Seiler, Mayor

Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: _____
Assistant City Attorney



Cellebrite Inc.

James H. Grady
Print Name: James H. Grady
President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of May, 2016, by
Jim Grady as president for Cellebrite Inc., a Delaware corporation.



VANESSA VIRGILIO
MY COMMISSION # FF 022448
EXPIRES: May 29, 2017
Bonded Thru Budget Notary Services

Vanessa Virgilio
Signature of Notary Public - State of Florida

Vanessa Virgilio
Print, Type or Stamp Commissioned
Name of Notary Public

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced Drivers license