

## STANDARD ADDENDUM

The following terms are added to and form a part of the **Cellebrite End User License Agreement, the Cellebrite General Terms and Conditions, and the Cellebrite SAAS Terms** (collectively "Agreement" or "EULA" ) between Cochise County through the Cochise County Sheriff's Office ("County," "Customer," or "Subscriber") and Cellebrite DI Ltd. through its United States-based subsidiary, Cellebrite Inc. ("Company," "Provider," or "Contractor") and supersede any conflicting terms:

1. **NON-DISCRIMINATION:** Neither party shall unlawfully discriminate against any employee, applicant, patient, or student based on race, color, creed, sex (including sexual preference/identity), religion, marital status, disability, veteran status, age, or national origin.
2. **CONFLICT OF INTEREST:** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
3. **INSPECTION AND AUDIT:** The Contractor agrees to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of this Agreement. In addition, the Contractor agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.
4. **ARBITRATION:** The parties agree that any dispute arising under this Agreement involving the sum of \$65,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator shall be final.
5. **INDEMNIFICATION AND HOLD-HARMLESS CLAUSES:** Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all third party claims, losses, liability, costs, or expenses (including reasonable court-awarded attorney's fees) (hereinafter collectively referred to as "claims") directly caused by a party's gross negligence or willful misconduct that results in bodily injury of any person (including death) or property damage during the performance of party's obligations under this Agreement. A party's indemnification obligations are limited to the extent that the gross negligence or willful misconduct are directly caused by that party during the performance of its obligations under this Agreement.
6. **PUBLIC RECORDS LAWS:** Notwithstanding any provision in the Agreement to the contrary, disclosure of any documents or records are subject to Arizona public records law, A.R.S. § 39-121, et. seq.
7. **JURISDICTION AND LAW:** Notwithstanding any provision in the Agreement to the contrary, the Agreement shall be governed by Arizona law and jurisdiction shall be in Arizona courts with venue in Cochise County, Arizona.

8. **IMMIGRATION LAWS:** Contractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A).
  
9. **CERTIFICATION PURSUANT TO A.R.S. § 35-393.01:** If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
  
10. **CERTIFICATION PURSUANT TO A.R.S. § 35-394:** Contractor certifies it does not currently, and agrees for the duration of the Agreement, that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forces labor of ethnic Uyghurs in the People's Republic of China. If contractor becomes aware during the term of the Agreement that it is not in compliance with the written certification, Contractor shall notify County within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the County with a written certification that it has remedied the noncompliance within 180 days after notifying the County of the noncompliance, this Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date. The County retains the legal right to inspect the Contractor's records to ensure compliance with this certification for the duration of this Agreement.

Cellebrite DI. Ltd, through its United States-based subsidiary, Cellebrite Inc.

Cochise County

DocuSigned by:

*Dwight Chamberlain*

By: [Dwight Chamberlain, VP Sales] \_\_\_\_\_ Date

\_\_\_\_\_ Date  
Ann English , Chair  
Cochise County Board of Supervisors