

RESOLUTION NO. 503 - 2022

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE LICENSES FOR SOFTWARE TO ACCESS FILES AND CREATE REPORTS ON MOBILE DEVICES FROM CELLEBRITE INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH CELLEBRITE INC. RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$8,600.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Division of Police be and hereby is authorized to purchase licenses for software to access files and create reports on mobile devices from Cellebrite Inc., a sole source provider, and the Mayor be and hereby is authorized, on behalf of the Urban County Government, to execute any necessary agreements with Cellebrite Inc. related to the procurement.

Section 2 - That an amount, not to exceed the sum of \$8,600.00, be and hereby is approved for payment to Cellebrite Inc., from account #1101-505506-5561-76102, pursuant to the terms of the purchase order.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 8, 2022



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

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Cellebrite Inc.
7 Campus Drive
Suite 210
Parsippany New Jersey 07054
United States

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
<http://www.cellebrite.com>



R-503-2022

C-235-2022

for a safer world

Quote

Quote# Q-258627-1
Date: Jul 20, 2022

Billing Information

Lexington Fayette County
Government
150 East Main Street
Lexington, Kentucky 40507
United States
Contact: Joe Sisson
Phone: 8597971975

Delivery Information

Lexington Police Department
150 East Main Street
Lexington, KY 40507
United States
Contact: Joe Sisson
Phone: 8597971975

End Customer: Lexington Fayette County Government

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00046017	Aug 18, 2022	Net 30	USD	Chris Zarate

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
A-SOW-11-003	UFED 4PC Ultimate SW Renewal	1	Sep 30, 2022	Sep 29, 2023	1812074242	4,300.00	4,300.00
A-SOW-07-023	UFED Touch Ultimate SW Renewal	1	Sep 30, 2022	Sep 29, 2023	7202427	4,300.00	4,300.00
Physical Analyzers SN: 214612318							

SubTotal	USD 8,600.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 8,600.00

Comments:

Terms and Conditions:

- Freight Terms: DAP
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by <http://legal.cellebrite.com/us/index.html>
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium: The following terms apply only to the following products: Cellebrite Premium <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfind
- er: <https://legal.cellebrite.com/PF-Addendum.htm>
- Training Services: Subject to the terms and conditions at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: <https://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

Customer acknowledges and agrees that Cellebrite may, at any time and in its sole discretion, announce end-of-life ("EOL") and cease provision of any support, updates and/or upgrades with respect to its UFED Touch2 units and any related accessories. Additional details shall be set forth in the end-of-life notice, which will be published at least eighteen (18) months prior to the EOL date. If the UFED Touch2 product is declared EOL, Cellebrite customers will be encouraged to migrate (at Customer's expense) to Cellebrite's next generation product, in which case the license term to the UFED Touch2 product will be transferred to the next generation product. Orders for UFED Touch2 units (including software renewals for such UFED Touch2 units) are non-cancelable and non-refundable. Quote is subjected to regulation approval.

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

- Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
 - CONTACT NAME & NUMBER of individual purchasing and bill to address
 - E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

Signature & Stamp:  Effective Date: 9/9/2022
Name (Print): Linda Gorton Title: Mayor

Please sign and email to Ariel Segal at ariel.segal@cellebrite.com