

AGENDA ITEM FOR ADMINISTRATIVE MEETING

( ) Discussion only  
(X) Action

FROM (DEPT/ DIVISION): UCSO / Criminal

PROGRAM: 1560

SUBJECT: Request for Multi Year Software Agreement, Cellebrite

<p><b><u>Background:</u></b></p> <p>The Cellebrite UFED is a device used by the Sheriff’s Office to analyze cellular devices during criminal investigations. It requires an annual software update fee. In 2022, the company increased the fee from \$4300 to \$6100 per year.</p> <p>However, they offer discounts for multi-year software renewals. We are requesting approval for a 5-year renewal agreement, which gives us the largest discount. Cellebrite has provided a quote for the 5-year agreement in the amount of \$20,500 (see attached). This is \$4100 per year, versus \$6100 per year, if we continue to pay annually, or a savings of \$10,000 over the five year period).</p>	<p><b><u>Action Requested:</u></b></p> <p>Approve 5-year software renewal agreement with Cellebrite in the total amount of \$20,500.</p>
--	--

ATTACHMENTS: Quote

Date: (06/09/2022)

Submitted By: (Captain Paul Wolverton)

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Exec. Asst.
- ( ) Dept. Head (copy)
- ( ) Human Resources (copy)
- ( ) Budget (copy)
- ( ) Fiscal
- ( ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:

- Undersheriff Jim Littlefield
- Captain Paul Wolverton

Needed at Meeting:

- Captain Paul Wolverton

\*\*\*\*\*

Scheduled for meeting on: June 29, 2022

Action taken:

\*\*\*\*\*

Follow-up:

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>



## Quote

**Quote#** Q-250683-2  
**Date:** Jun 01, 2022

### Billing Information

Umatilla County Sheriff's Office  
4700 NW Pioneer Place  
Pendleton, Oregon 97801  
United States  
**Contact:** Jim Littlefield  
**Phone:** +1 541963630

### Delivery Information

Umatilla County Sheriff's Office  
4700 NW Pioneer PI  
Pendleton, OR 97801  
United States  
**Contact:** Jim Littlefield  
**Phone:** +1 541963630

**End Customer:** Umatilla County Sheriff's Office

Click [here](#) to process with Credit Card payment  
By clicking the link above and accepting this quote,  
You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00055806	Jul 01, 2022	Net 30	USD	Jennifer Leros

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net PriceUnit	Net Price
A-SOW-07-023	UFED Touch Ultimate SW Renewal	1	Jun 30, 2022	Jun 29, 2027	7205779	20,425.00	20,425.00

SubTotal	USD 20,425.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 20,425.00

Comments:  
5% Discount applied for multi-year renewal

### 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>
- Pathfinder: <https://legal.cellebrite.com/AE-Addendum.html>
- 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:**

**Name (Print):** John M. Shafer

**Title:** Chair, Board of Commissioners

Please sign and email to Jennifer Leros at [jennifer.leros@cellebrite.com](mailto:jennifer.leros@cellebrite.com)