

PURCHASE ORDER



Date Printed: March 03, 2011 Version: 1 New
Order ID: 00003476
Buyer: Christine Carpenter *MCC*
Buyer Phone: 410-887-3361
County Contact: Lorretta Alford
Phone: 410-887-3687 Department: 015
Maryland Tax Exempt # 30001110

Baltimore County, Maryland
OFFICE OF BUDGET AND FINANCE

Confirmation Order? No

Total Amount of Order: \$ 4,060.00

Vendor: VC008171
CELLEBRITE USA CORP
266 Harristown Road Suite 105
Glen Rock NJ 07452

Requisition Number: 00004088
Procurement Folder Number: 137801
Payment Terms: Net 30 Days
(See Extended Description for Exceptions)

Document Description: Universal Forensic Extraction Device for Cell Phones

CelleBrite USA Corp quotation number M10669; Dated February 3,2011. E-mail address of end user for updates:
ckollmann@baltimorecountymd.gov. Chris Kollmann 410-887-2290

Reason for Modification:

Bill To: Office of Budget & Finance
Disbursements Section
400 Washington Ave., Rm 148
Towson MD 21204

Ship FOB Destination
Inside Delivery
Forensic Services
700 E Joppa Rd
11th Floor
Towson MD 21286

Line No.	Commodity/Service	Quantity	UoM	Unit Price	Extended Amount	Contract Amount	Service Start Date	Service End Date
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1	83800	1.0000	EACH	\$4,000.0000	\$4,000.0000	\$0.0000		
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Universal Forensic Extraction Device (UFED) and UFED Kit; All cables are included; Power Supply 12v 1000ma; CD-UFED Manual, Utility PBE di; Organizer for UFED; Bluetooth Adapter for Forensic; Car Adapter for Forensic; USB Flash Drive for Forensic; UFED SIM Access Card; The first year software updates, live tech support, warranty and new cables is included free of charge. The second year renewal and each year thereafter is \$999.

Fiscal Year	Fund	Department	Unit	Sub-Unit	Activity	Object	Sub-Object	Department Object
2011	005	015	1136			0917		

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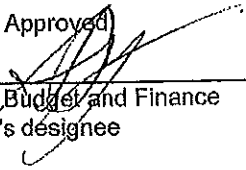
2	83800	1.0000	DEL	\$60.0000	\$60.0000	\$0.0000		
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Shipping and Handling

Fiscal Year	Fund	Department	Unit	Sub-Unit	Activity	Object	Sub-Object	Department Object
2011	005	015	1136			0917		

1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.
 2. If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.
 3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.
 4. The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.
 5. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 14B, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.
 6. Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.
 7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of \$25,000 per year or in excess of two years.
 8. Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.
 9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.
 10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.
 11. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.
 12. Material Safety Data Sheet: If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, 400 Washington Avenue, Room 14B, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.
 13. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.
 14. Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.
 15. Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.
 16. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
 17. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
- The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.
18. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.
 19. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

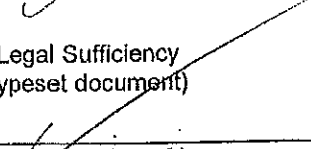
Reviewed and Approved

By: 
 Director of Budget and Finance
 or Director's designee

Baltimore County, Maryland

By: 
 County Administrative Office

Reviewed for Legal Sufficiency
 (based upon typeset document)

By: 
 Baltimore County Office of Law
 (approval does not convey approval or disapproval of substantive nature of the transaction)

CelleBrite USA, Corp.
266 Harristown Rd.
Ste. 105
Glen Rock, NJ 07452

Tel.: 201-848-8552
 Fax: 201-848-9982
 Tax ID: 22-3770059

Please complete appropriate lines and
 return to Disbursements.

DO/PO/CT # _____
 RC # DC-015-00048961
 GAX # _____
 Paid by p-card RONIE X-341

Invoice
 Invoice Number: 90903
 Invoice Date: Mar 21, 2011
 Page: 1

Billed To:
 Office Of Budget & Finance
 400 Washington Ave
 Room 148
 Towson, MD 21204

Ship to:
 Baltimore County Forensic Service
 700 E. Joppa Rd
 11th Floor
 Towson, MD 21286

Contact: Disbursements Section
 Phone #: 410 887 5621

Customer ID		Customer PO		Payment Terms	
BALTIMORECOUNTY-400		00003476		Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
F					4/20/11
Quantity	Item	Description	Unit Price	Extension	
1.00	UFED	5570881 Universal Forensic Extraction Device (UFED)	4,000.00	4,000.00	
1.00	UFED KIT	UFED Kit			
1.00	2ALL	ALL CABLES ARE INCLUDED			
1.00	8PS1000ma	Power Supply 12v 1000ma			
1.00	CD-UFEDMANUAL	CD-UFED Manual, Utility, PBEdi			
1.00	ORGANIZER-UFED	Organizer for UFED			
1.00	FOREN-BLUE TOOTH	Bluetooth Adapter for Forensic			
1.00	FOREN-CAR	Car Adaptor for Forensic			
1.00	FOREN-USB	USB Flash Drive for Forensic			
1.00	UFED-SIM	UFED SIM Access Card			
1.00	DUFED	First year software updates, live tech support, warranty & new cables are included free of charge. Second year and thereafter will be:			
1.00	D-999	\$999			

Subtotal 4,000.00
 S&H Amount 60.00
 Sales Tax
 Total Invoice Amount 4,060.00
 Payment/Credit Applied
TOTAL \$ 4,060.00

Check/Credit Memo No: