

FILED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

2015 DEC 28 P 12: 56

CELLEBRITE MOBILE SYNCHRONIZATION LTD.,

CLERK US DISTRICT COURT
ALEXANDRIA VIRGINIA
Case No.: 1:15cv1699
LOG/MSN

Plaintiff,

COMPLAINT

-against-

ECF Case

OXYGEN SOFTWARE and OXYGEN FORENSICS,
INC.,

Defendants.

Plaintiff, Cellebrite Mobile Synchronization Ltd., by and through its undersigned counsel, by way of Complaint against Defendants, Oxygen Software and Oxygen Forensics, Inc., respectfully, allege and submit as follows, pursuant to Rule 3 and Rule 15(a)(2) of the Federal Rules of Civil Procedure regarding Plaintiff's state and federal claims based upon copyright infringement, misappropriation of trade secrets, and false advertising, among other unlawful acts by Defendants:

THE PARTIES

1. Cellebrite Mobile Synchronization Ltd. ("**Cellebrite**") is a company formed under the laws of Israel, with its principal place of business at 94 Derech Em Hamoshavot St., Petah Tikva 49130, Israel.

2. On information and belief, Oxygen Software ("**Oxygen Russia**") is a company formed under the laws of Russia, with its principal place of business at Nizhegorodskaya St. 32, Building 5, Moscow, 109029, Russia.

3. Oxygen Forensics, Inc. ("**Oxygen USA**") is a Virginia corporation formed pursuant to the laws of the Commonwealth of Virginia on or about February 20, 2013 with a principal place of business at 901 N. Pitt St, Suite 320, Alexandria, VA 22314.

4. Upon information and belief, Oxygen USA is a wholly owned subsidiary of Oxygen Russia.

JURISDICTION AND VENUE

A. Subject Matter Jurisdiction

5. The Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338 over (i) Counts I-III for copyright infringement and contributory copyright infringement in violation of the U.S. Copyright Act, 17 U.S.C. § 101 *et seq.* (the "**Copyright Claims**"), and (ii) Count V for false advertising in violation of the Lanham Act, 15 U.S.C. § 1125(a).

6. The Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) over Counts IV for misappropriation of trade secrets pursuant to the Virginia Uniform Trade Secrets Act ("**VUTSA**"), Va. Code § 59.1-336, and Count VI for breach of contract, insofar as the VUTSA and breach of contract claims are so intertwined with Plaintiff's Copyright Claims and are so related, that they are part of the same case and controversy under Article III of the U.S. Constitution, and derive from a common nucleus of operative facts.

B. Personal Jurisdiction Over Defendants

General Personal Jurisdiction Over Oxygen USA

7. The Court has general personal jurisdiction over Oxygen USA insofar as Oxygen USA was formed and registered pursuant to the laws of the Commonwealth of Virginia and maintains its principal place of business in the Commonwealth of Virginia.

8. Oxygen USA has appointed Virginia attorney, Dmitri Dubograev, Esq., the founder, managing partner, and CEO of the law firm known as “Int’l Legal Counsels PC,” of 901 N. Pitt Street, Suite 325, Alexandria, Virginia 22314, as its registered agent to accept service of process in its filings with the Commonwealth of Virginia State Corporation Commission.

Personal Jurisdiction Over Oxygen Russia

9. This Court has general and specific personal jurisdiction over Oxygen Russia.

General Personal Jurisdiction

10. Oxygen Russia maintains regular, long-term, extensive, substantial, continuous and systematic general business contacts and activities in Virginia.

11. Oxygen Russia’s contacts with the Commonwealth of Virginia are so continuous and systematic that it is essentially “at home” in Virginia as compared with its other national and international activities.

Internet Presence

12. As demonstrated by a “Whois” search on the Internet, Oxygen Russia registered the domain www.oxygen-forensics on or about October 12, 2006 from OnlineNIC, Inc.

13. The “Registrant” of www.oxygen-forensics.com is Oleg Federov, the Chief Executive Officer of Oxygen Russia.

14. The Whois details include the following:

Registrant Name: Oleg Fedorov
Registrant Organization: Oxygen Software
Registrant Street: Nizhegorodskaya st. 32 building 5
Registrant City: Moscow
Registrant State/Province: NA
Registrant Postal Code: 109029
Registrant Country: RU
Registrant Phone: +7.4952229278
Registrant Phone Ext:
Registrant Fax: +1.8774622134
Registrant Fax Ext:
Registrant Email: Adn@oxygensoftware.com

15. www.oxygen-forensics.com (the “**Oxygen Russia Website**”) is the address of the web site of Oxygen Russia, which is accessible throughout the United States, including in the Commonwealth of Virginia.

16. In fact, Oxygen Russia’s entire on-line U.S. presence for sales, marketing, and promotional activities, which markets, promotes, and facilitates ordering of products, training, and software downloads is done through the Oxygen Russia Website. Such activities target customers and prospective customers in Virginia.

17. Oxygen Russia provides a local Virginia address for its U.S. activities on the Oxygen Russia web site.

Physical Presence

18. Upon information and belief, Oxygen Russia directly ships substantial products, such as its “Oxygen Forensics Kit,” flash disks containing Oxygen Russia’s software, cables and training manuals and information, from Oxygen Russia in Russia to Oxygen USA in Virginia for further supply, distribution, and resale in Virginia, as well as directly to customers in Virginia and the United States.

19. According to the Oxygen Russia Website, Oxygen Russia’s customers include the Internal Revenue Service; U.S. Army, U.S. Department of Defense; U.S. Department of Justice; U.S. Department of Homeland Security; U.S. Department of Transportation; U.S. Postal Service; and the U.S. Supreme Court.

20. Upon information and belief, Oxygen Russia engages in planning and participation for trade shows, sales pitches, and operational activities in Virginia, in coordination with Oxygen USA, by, among other things, communications by email through email servers in Virginia and Russia and transfer of documents between network servers in Russia and Virginia,

and supplying marketing and promotional collateral materials and support personnel from Russia to Virginia; holding meetings in Virginia; lodging in Virginia; and working in Virginia at Oxygen USA's offices further thereto.

21. Oxygen Russia's executive management use the Oxygen USA Virginia office address as their own address for trade show registrations and other activities of Oxygen Russia in the United States.

22. Upon information and belief, Oxygen Russia supports sales efforts and provides marketing support for U.S. sales in Virginia, first line technical support, and warranty support for products between Virginia and Russia, thus deriving substantial revenue, and engaging in substantial commercial activities in Virginia.

Oxygen Russia Has U.S. Representative in Virginia

23. Oxygen Russia has maintained a legal representative in Virginia since as early as 2012.

24. Oxygen Russia applied for trademark registration of the mark "Oxygen Forensics," in 2012 with the United States Patent & Trademark Office (the "PTO").

25. Oxygen Russia's trademark counsel of record who filed the application for the above trademark with the PTO is Dmitri Dubograev, Esq., Int'l Legal Counsels PC, 901 N. Pitt Street Suite 325, Alexandria, VA, 22314 – the same lawyer that is Oxygen USA's agent for service of process.

26. Mr. Dubograev's office is in the same building as the office of Oxygen USA.

27. Mr. Dubograev also filed a copyright application on behalf of Oxygen Russia with the U.S. Copyright Office in 2012 for a computer program referred to as "Oxygen Forensics

Suite.” Mr. Dubograev is also named as the “Copyright Agent” in the Oxygen Russia Website for U.S. copyright infringement notifications.

General Personal Jurisdiction over Oxygen Russia Through Domination of Oxygen USA

28. The Court also has general personal jurisdiction over Oxygen Russia in Virginia by virtue of Oxygen Russia’s domination and control over Oxygen USA.

29. Oxygen USA is nothing more than the alter-ego of Oxygen Russia for jurisdictional purposes.

30. According to the Oxygen Russia Website, Oleg Federov currently serves as the Chief Executive Officer for both Oxygen Russia and Oxygen USA, and has served in such dual roles since Oxygen USA’s formation in 2013. According to his LinkedIn account, Mr. Federov is based in Virginia.

31. Similarly, Oleg Davydov currently serves as the Chief Technical Officer for both Oxygen Russia and Oxygen USA, and has served in such dual roles since Oxygen USA’s formation in 2013. According to his LinkedIn account, Mr. Davydov is based in Russia.

32. According to Russian corporate records obtained through the Ministry of Economic Development of the Russian Federation, Oleg Federov owns 78% of the outstanding share capital of Oxygen Russia – an overwhelming controlling interest.

33. To be sure, the combination of overlapping senior executives and Mr. Federov’s significant controlling ownership in Oxygen Russia, the parent of Oxygen USA, Oxygen Russia controls and has the right to control key aspects of Oxygen USA’s operations in Virginia.

34. Oxygen USA is nothing more than a mere instrumentality of Oxygen Russia and are one and the same.

Specific Personal Jurisdiction Under Virginia Long-Arm Statute

35. The Court has specific personal jurisdiction over Oxygen Russia under the Virginia long-arm statute, Virginia Code § 8.01-328.1(A)(3-4).

36. Oxygen Russia has purposefully directed its activities toward Virginia and caused tortious injury to Plaintiff by acts inside and outside of Virginia, including through use of Oxygen USA's computers and computer network in Alexandria, Virginia.

37. Plaintiff's claims arise out of such activities by Oxygen Russia in Virginia and the exercise of personal jurisdiction over Oxygen Russia is therefore constitutionally reasonable and appropriate and would not offend traditional notions of fairplay and substantial justice.

C. Venue

38. Venue in the Eastern District of Virginia is proper pursuant to 28 U.S.C. § 1391(b)(2) and (3).

39. Venue in the Alexandria Division is proper pursuant to Local Civil Rule 3 of the Local Rules for the U.S. District Court for the Eastern District of Virginia.

STATEMENT OF FACTS

A. Overview of Cellebrite Products

40. Cellebrite is a global manufacturer of the renowned device, known as "UFED," used by law enforcement agencies, including the U.S. Department of Homeland Security, the Federal Bureau of Investigation, and state and local law enforcement agencies, to extract data from mobile phones for forensic purposes in solving crimes and providing evidence in criminal legal proceedings.

41. UFED is comprised of a hardware device or a PC-based software solution known as "UFED 4PC" (together, the "**UFED System**") and Cellebrite's proprietary software (the

“**UFED Software**”), which runs on the UFED System. The UFED System and the UFED Software are referred to collectively herein as the “**UFED Solution**”.

42. The UFED Solution performs a forensic analysis of mobile devices that are connected to the UFED System by a cable (the “**Communicator Cable**”). The Communicator Cable is typically plugged into the mobile device receptacle used to charge the mobile device battery and allows direct point to point communication between the UFED System and mobile phones that are subject to analysis by the UFED Solution. Cellebrite has developed a variety of Communicator Cables and tips that permit use with all of the mobile devices that Cellebrite supports.

43. The UFED Solution allows the extraction and review of text messages; emails; contact lists; calendars; and other data residing on the mobile devices – including data that has been deleted by the user.

44. When a customer purchases a UFED System, the UFED Software is pre-installed. When new versions of the UFED Software are released by Cellebrite, the customers must download such new versions of UFED Software directly to the UFED Device and to a personal computer or laptop.

45. Because mobile phone developers – such as Samsung, LG, and Apple, among others -- are constantly releasing new models and software versions for those models, Cellebrite has developed a highly qualified and nimble team of software engineers who rapidly develop new and novel methods for accessing and extracting data stored on such telecommunications devices so its law enforcement clients maintain an edge over criminals.

46. Cellebrite has invested millions of dollars and thousands of hours efforts in recruiting and developing elite teams of specially trained and highly qualified software engineers to bring its leading solutions to market.

47. The UFED Solution currently supports 17,000 different mobile device profiles for forensic data extraction.

B. Cellebrite's Recognition and Reputation as a Leader in the Forensics Market

48. Because of the rapid adoption by law breakers of new methods and means of communications, law enforcement agencies are in a constant battle to have access to the latest mobile phone models.

49. For this reason, one of the most critical characteristics of suppliers to the forensics community such as Cellebrite, is the ability to quickly develop solutions for new phones and new operating systems in order to facilitate the cracking of cases and convictions of criminals.

50. Cellebrite is the pioneer in this industry and is well known in the U.S. and around the world as the leader in getting new forensic extraction solutions to the market.

51. Cellebrite's sales revenue is directly tied to its reputation of success and the rapid release of new solutions. Any tarnishment or other harm to this reputation will cause Cellebrite to suffer a significant loss of sales, customers, and brand equity.

52. Similarly, Cellebrite's ability to recruit and retain the best software developers in the field depend in large part on its continued reputation of success.

53. Among the few competitors in the field, Cellebrite is routinely the winner of the race to launch new extraction solutions for new phones and software versions.

C. Authorized Sales of UFED Devices

54. Cellebrite sells UFED Systems and UFED Software directly, through its wholly owned subsidiaries, and through authorized distributors.

55. When ordering the UFED products, customers are required to provide their name, their company name, and their company email and other contact information.

D. Cellebrite's End User License Agreement (EULA)

56. All Cellebrite users of the UFED Systems must accept Cellebrite's End-User License Agreement (the "Cellebrite EULA") as a condition to use the UFED System and UFED Software. A copy of Cellebrite's EULA is annexed to this Complaint as Exhibit A.

57. Acceptance of the terms of the EULA is required when first powering the UFED System; as a condition to downloading software updates; and in connection with the downloading of the software module known as the UFED "Physical Analyzer," together with any updates and new versions.

58. In addition to express acceptance of the EULA by clicking on an "accept" button, acceptance of the EULA is also manifested by downloading the UFED Software, and/or using the UFED Solution as expressly provided in the EULA.

59. The Cellebrite EULA is a license agreement, which grants authorized users limited permission to use the UFED Solution for its intended purpose of extracting data from mobile devices for forensic purposes.

60. The Cellebrite EULA contains clear and unambiguous limitations on use of the UFED Software and expressly prevents users from reverse compiling, reverse assembly, reverse engineering or otherwise translating or distributing any part of the UFED Software. *See* EULA

at Section 2(F)(b). It also prohibits the sale, distribution, and creation of derivative works developed from the UFED Software. *Id.*

61. The EULA prohibits users from circumventing or disabling Cellebrite's copyright protection mechanisms or license management mechanisms and imposes other critical use restrictions on the users. *Id.*

62. The EULA also contains use restrictions on the use of "Confidential Information." *See* EULA at Section 4. The EULA expressly provides that the UFED Software and any related documentation "is Confidential Information of Cellebrite." Under Section 4 of the EULA, users may "not copy, duplicate, reverse engineer or decompile Confidential Information."

E. Cellebrite's Efforts to Maintain Confidentiality of Trade Secrets

63. Cellebrite's proprietary software code, configuration, commands, methodologies, routines, functions, and other proprietary information and trade secrets contained in the UFED System and the UFED Software (collectively, the "**Cellebrite Trade Secrets**") are its most valuable assets.

64. Cellebrite goes to great lengths and takes exacting precautions to protect the Cellebrite Trade Secrets from unauthorized use and disclosure, including requiring that all employees and consultants sign non-disclosure agreements ("**NDA's**"); limiting access to software code, network, servers, and virtual private networks to authorized users.

65. Cellebrite also employs physical security over the Cellebrite Trade Secrets. Its facilities are highly secured, maintained under lock and key, limited in access, and guarded by cameras and security personnel.

66. Cellebrite has incorporated protections into the UFED Systems in order to prevent the unauthorized access to Cellebrite intellectual property in the UFED Software running on the

mobile devices during the extraction process.

67. For example, the UFED Software is encrypted to protect the UFED Systems from unauthorized access to the UFED Software. Any person who seeks to access such code would need to spend significant intentional and wilful efforts to circumvent Cellebrite's technological protective measures in the UFED Systems.

F. Screen Locks Have Hampered Criminal Investigations

68. One of the challenges that law enforcement authorities have experienced over the years has been the inability to access critical data on the mobile devices of criminal suspects where the authorities did not have the password to unlock the screens of the devices.

69. Cellebrite identified this issue and invested significant efforts to try to crack the code to the screen locks to enable forensic analysis of mobile devices without a password.

G. Cellebrite's Screen Lock Disabling Breakthroughs

1. The SPR Screen Lock Disabler

70. In May of 2015, Cellebrite released the UFED Touch/4PC and UFED Physical/Logical Analyzer version 4.2 ("UFED 4.2"), which contains a breakthrough method for disabling the screen lock for certain Samsung Android devices (the "SPR Screen Lock Disabler").

71. The SPR Screen Lock Disabler is a cutting edge, innovative solution, in which Cellebrite invested significant research and development and financial efforts to develop. When UFED 4.2 was released there was no other company in the forensics market that offered such a solution.

72. Among other things, the SPR Screen Lock Disabler permits law enforcement agencies to access the data in certain Samsung mobile devices even if the law enforcement

agency does not have the password to access such devices.

73. In developing the SPR Screen Lock Disabler, Cellebrite's research team spent significant time through trial and error to identify a vulnerability on certain Samsung mobile devices (the "**Samsung Vulnerability**"). The Samsung Vulnerability was not known to Samsung and the identified vulnerability was novel and not trivial.

74. Once Cellebrite identified the Samsung Vulnerability, the Cellebrite development team wrote new software source code for the UFED System and UFED Software (the "**SPR Screen Lock Disabler Code**"). The SPR Screen Lock Disabler Code contains proprietary commands and allow the UFED to run commands on Samsung mobile devices that are uploaded to the Samsung mobile devices through Cellebrite's Communicator Cables, despite the screen being locked.

75. Cellebrite independently developed a series of software commands, which after significant trial and error, worked to unlock the screens in certain Samsung mobile devices (the "**SPR Disable Command**"). In addition to this unique command, Cellebrite also included an arbitrarily selected marker in the SPR Disable Command (the "**SPR Marker**").

76. The SPR Screen Lock Disabler Code, including the SPR Disable Command, was registered with the U.S. Copyright Office on September 11, 2015 and was assigned U.S. Copyright Registration Number: *TX 8-075-119* (the "**SPR Screen Lock Disabler Copyright**"). A true and correct copy of the U.S. Copyright Certificate for the SPR Screen Lock Disabler Copyright is annexed hereto as **Exhibit B**.

2. **The LG Screen Lock Disabler**

77. In addition to the SPR Screen Lock Disabler, UFED 4.2 also includes a screen lock disabling feature that permits access to LG Android mobile devices even without a

password to access the screen lock of such devices (the “**LG Screen Lock Disabler**”).

78. The LG Screen Lock Disabler is also a cutting edge, innovative solution, which involved significant development efforts by Cellebrite. When UFED 4.2 was released there was no other company in the forensics market that offered such a solution to its customers.

79. Cellebrite’s research efforts with the LG Screen Lock Disabler resulted in identifying which files on LG phones control the screen locking function (the “**Screen Lock Files**”).

80. Cellebrite then undertook extensive efforts to develop source code (the “**LG Screen Lock Disabler Code**”) that was integrated into the UFED Software that sends instructions to the LG phone operating system files via the Cellebrite Communicator Cable to interact with the Screen Lock Files using LG’s .LAF protocol in a novel way *while the phone is locked*, thereby disabling the screen lock.

81. The LG Screen Lock Disabler Code was registered with the U.S. Copyright Office on November 4, 2015 and was assigned U.S. Copyright Registration Number *TX 8-117-657* (the “**LG Screen Lock Disabler Copyright**”). A true and correct copy of the U.S. Copyright Certificate for the LG Screen Lock Disabler Copyright is annexed hereto as **Exhibit C**.

H. The Honeypot.

82. When developing the LG Screen Lock Disabler Code, Cellebrite’s software developers inserted a dummy file name with no software functionality whatsoever into the code (the “**Honeypot**”). The sole and exclusive purpose of including the Honeypot in the LG Screen Lock Disabler Code was to provide a tool to facilitate the detection of unauthorized code copying and use.

83. The Honeypot was arbitrarily created by Cellebrite and has no functionality or purpose in the software code. Removal of the Honeypot from LG Screen Lock Disabler Code would have no effect on the functionality and efficacy of the code.

84. The presence of the Honeypot in the products of any other company would demonstrate unequivocally that such other company copied Cellebrite's code and that such other company did not independently develop – or invent -- the related code.

I. Defendants' Misappropriation and Unauthorized Use of UFED Solution

85. Oxygen Russia markets, promotes, sells, and distributes forensic software products, including: (i) Oxygen Forensic Detective; (ii) Oxygen Forensic Detective Enterprise; (iii) Oxygen Forensic Kit; (iv) Oxygen Forensic Analyst; (v) Oxygen Forensic Extractor; and (vi) Oxygen Forensic Viewer (collectively referred to herein as the "**OF Suite**"). The OF Suite competes directly with Cellebrite's UFED Solution.

86. Oxygen Russia supplies the OF Suite to Oxygen USA, which markets, promotes, sells, and distributes the OF Suite throughout the United States. Upon information and belief, Oxygen Russia also directly sells the OF Suite to customers in the United States.

1. The Infringing SPR Disabler.

87. On or about August 30, 2015, approximately three (3) months after Cellebrite released the SPR Screen Lock Disabler in UFED 4.2, Oxygen Russia and Oxygen USA released a new version of the Oxygen Forensic "Analyst" product, which contained a "Screen Lock Disabler" for certain Samsung mobile devices (the "**Infringing SPR Disabler**").

88. Oxygen Russia and Oxygen USA published a notice to all of their worldwide customers on or about September 8, 2015 that "we've *invented* [sic] software-based method to

disable screen lock on modern Samsung Android OS devices regardless of the lock type”

(emphasis added.) A copy of this notice is annexed hereto as **Exhibit D**.

89. The foregoing statement was literally false since Defendants did not invent a method to disable the screen lock on Samsung Android Devices, and actually copied Cellebrite’s product. In fact, it was Cellebrite that invented the unique SPR Screen Lock Disabler.

90. Upon Cellebrite’s analysis of the software comprising the Infringing SPR Disabler, Cellebrite determined that the methodologies, know-how and trade secrets subsisting in the SPR Screen Lock Disabler Code, including the SPR Marker and the SPR Disabler Command, had been integrated into the Infringing SPR Disabler (i) in contravention of the Cellebrite EULA; (ii) in violation of Cellebrite’s exclusive rights in the copyrighted works subsisting in the SPR Screen Lock Disabler Code; and (iii) in violation of VUTSA.

2. **The Infringing LG Disabler.**

91. On or about October 7, 2015, approximately five (5) months after Cellebrite released the LG Screen Lock Disabler in UFED 4.2, Oxygen Russia and Oxygen USA released a new version of the Oxygen Forensic “Detective” product, which contained a “Screen Lock Disabler” for certain LG mobile devices (the “**Infringing LG Disabler**”).

92. Oxygen Russia and Oxygen USA published a notice to all of their worldwide customers on or about October 7, 2015 that “we’ve *invented* [sic] software-based method to disable screen lock on modern LG Android OS devices regardless of the lock type” (emphasis added.) A copy of this notice is annexed hereto as **Exhibit E**.

93. The foregoing statement was literally false since Defendants did not invent a method to disable the screen lock on LG Android Devices, and actually copied Cellebrite’s product. In fact, it was Cellebrite that invented this unique screen lock disabler.

94. Upon Cellebrite's analysis of the software comprising the Infringing LG Disabler, Cellebrite determined that the methodologies, know-how and trade secrets subsisting in the LG Screen Lock Disabler Code, including the HoneyPot, were integrated into the Infringing LG Disabler.

95. The presence of the HoneyPot in the Infringing LG Disabler is unequivocal proof that Oxygen Russia copied Cellebrite's copyrighted software and trade secrets and integrated such software into the Infringing LG Disabler (i) in contravention of the Cellebrite EULA; (ii) in violation of Cellebrite's exclusive rights in the copyrighted works subsisting in LG Screen Lock Disabler Code; and (iii) in violation of VUTSA.

96. Upon information and belief, the misappropriation of the SPR Screen Lock Disabler and the LG Screen Lock Disabler commenced as early as May 2015 when UFED 4.2 was released.

97. The Defendants' infringement of the SPR Screen Lock Disabler Copyright and the LG Screen Lock Disabler occurred immediately from the registration dates of such copyrights and is ongoing.

98. Defendants have literally copied the copyrighted software and have also copied the sequence, organization, and structure, and other non-literal elements of the copyrighted software.

3. **Defendants' Unlawful Interception of Cellebrite's Code**

99. Upon information and belief, Defendants accomplished their unlawful copying through an unlawful multi-layered scheme. First, either or both of Defendants acquired a UFED System and UFED Software either directly using fraudulent credentials or through a third party

straw person. Cellebrite has no record of sales to either of Defendants and Cellebrite's general policy is to refrain from sales to competitors.

100. Next, either or both of Defendants used what is known as a "USB protocol analyzer" to intercept the communications between an illicitly purchased Cellebrite UFED System, the Communicator Cables, and Samsung and LG mobile devices attached to the UFED System. This unauthorized interception process, referred to as "sniffing," allowed either or both of Defendants to identify and then copy solutions contained in Cellebrite's LG Screen Lock Disabler Code and SPR Screen Lock Disabler Code.

101. By unlawfully utilizing a USB protocol analyzer with Cellebrite's UFED System, Oxygen Russia unlawfully circumvented the encryption of the UFED Software on the UFED System to extract, decrypt, reverse engineer, copy, and integrate Cellebrite trade secrets, copyrighted software code, and methodologies subsisting in the SPR Screen Lock Disabler and the LG Screen Lock Disabler into Oxygen Russia's OF Suite to create a product offering that competes directly with Cellebrite's products in direct contravention of the EULA.

102. Such activities are a direct breach of Cellebrite's EULA and violate Cellebrite's exclusive rights subsisting in the SPR Screen Disabler Code and the LG Screen Disabler Code.

J. Cellebrite's Efforts to Resolve Defendants' Unlawful Actions without Litigation

1. The Cease and Desist Correspondence.

103. After learning about the Infringing SPR Disabler, but prior to release of the Infringing LG Disabler, on or about September 14, 2015, Cellebrite by its counsel, delivered a cease and desist letter, including a litigation hold notice (the "**Cease and Desist Letter**"), to Oxygen Russia, Oxygen USA, and Dmitri I. Dubograev, Esq., counsel to Oxygen USA and Oxygen Russia, via Federal Express and email to Mr. Oleg Fedorov, CEO, Mr. Lee Reiber,

COO, and Mr. Oleg Davydov, CTO. A copy of the Cease and Desist Letter, together with the FedEx delivery confirmation and cover email is annexed hereto as **Exhibit F**.

104. On or about September 16, 2015, Leo V. Gureff, Esq. – at that time a partner at Mr. Dubograev’s firm, Int’l Legal Counsels -- delivered an email to Cellebrite’s counsel, Mitchell Shelowitz, inexplicably noting that the firm represented only Oxygen USA and NOT long-standing client, Oxygen Russia, Oxygen USA’s parent.

105. Since Mr. Dubograev and his firm had represented Oxygen Russia for several years in the United States, including on a trademark application with the PTO, a copyright application with the U.S. Copyright Office, and in establishing Oxygen USA with the Commonwealth of Virginia, it was suspicious that Mr. Dubograev’s firm would not be retained to represent Oxygen Russia, while it was representing Oxygen USA.

106. Mr. Gureff further clarified this point on September 23, 2015, stating: “In response to your inquiry regarding representation by this firm of Russian company Oxygen Software, please be advised that at this time this firm does *not* represent Oxygen Software in this matter.” (the “**Cover Email**”) (emphasis added.)

107. Despite receiving the Cease and Desist Letter by confirmed Federal Express international delivery and email, Oxygen Russia never replied to the Cease and Desist Letter.

108. In Mr. Gureff’s reply to the Cease and Desist Letter, dated as of September 23, 2015 (the “**First Reply**”), Oxygen USA denied Cellebrite’s legal allegations, yet apparently conceded the unlawful use of a USB protocol analyzer to intercept communications between the Cellebrite UFED System and Samsung mobile devices, by claiming that Oxygen Forensics “developed a method of disabling the screen lock on Samsung Android devices independently by using commonly used Device Monitoring Studio by HHD Software to learn how *software*

programs communicate with certain Samsung Android devices.” (emphasis added). A copy of the Cover Email and the First Reply are annexed hereto as **Exhibit G**.

109. Device Monitoring Studio is a software solution for monitoring, logging and analyzing data coming through USB communications, among others. The reference to “software programs” was an obvious reference to the UFED Software.

110. Oxygen USA refused to comply with the Cease and Desist Letter, and made a half-hearted proposal to participate in a mediation to resolve the dispute. Oxygen USA also speciously threatened to file a motion for sanctions against Cellebrite if Cellebrite commenced legal action to protect its copyrighted software and trade secrets.

111. Cellebrite rejected the First Reply and the mediation proposal, on number of grounds, not least of which was the fact that Mr. Gureff claimed that his firm did not represent Oxygen Russia, the entity that develops the OF Suite, owns Oxygen USA, and directly engaged in the unlawful activities described in the Cease and Desist Letter.

112. Cellebrite’s counsel responded in a subsequent letter dated as of October 20, 2015, by repeating Cellebrite’s cease and desist demand “[i]n order to demonstrate our good faith intention to commence legal action as a last resort” A copy of this response is annexed hereto as **Exhibit H**.

113. Oxygen USA’s counsel again rejected Cellebrite’s attempts to resolve the matter without resorting to legal action in a letter dated as of October 20, 2015. *See* Oxygen’s response in **Exhibit I**.

2. Cellebrite Management Call to Oxygen Russia's CEO

114. In a further effort to resolve the matter without resorting to litigation, Cellebrite's Co-Chief Executive Officer Yossi Carmil made multiple attempts to contact Oleg Federov, CEO of Oxygen Russia and Oxygen USA.

115. In the first attempt on November 11, 2015 (the "**First Attempt**"), Mr. Carmil called Mr. Federov on the mobile telephone number listed on Mr. Federov's business card, which Mr. Federov personally handed to Cellebrite at a trade show in the United States. A copy of the business card is annexed hereto as **Exhibit J**.

116. On the First Attempt, following Mr. Carmil's query whether it was "Oleg" on the phone, Mr. Federov responded "Da, yes its me." When Mr. Carmil introduced himself as Cellebrite's CEO and asked "is it a good time to talk?" Mr. Federov responded, "I don't hear you." The call was then disconnected by Mr. Federov. On an immediately subsequent attempt, as well as an attempt on the following day, Mr. Federov refused to answer his mobile phone.

117. Mr. Carmil also called the Oxygen Russia office telephone number on Mr. Federov's business card and spoke with a receptionist. Mr. Carmil gave his name and telephone number and asked for Mr. Federov to return his call. Mr. Federov never called Mr. Carmil.

118. With no obvious willingness by the Defendants to cease and desist from their unlawful activities, Cellebrite had no alternative to protect its intellectual property from misappropriation and infringement other than by this legal action.

Count I – Against Oxygen Russia
(Direct Copyright Infringement 17 U.S.C. §§ 106 and 501)

119. Plaintiff repeats, realleges, and incorporates herein Paragraphs 1-118 of the Complaint as if fully set forth herein.

120. Cellebrite owns and has registered SPR Screen Lock Disabler Code with the U.S. Copyright Office and has been granted U.S. registered Copyright No. *TX 8-075-119*.

121. Cellebrite owns and has registered Cellebrite's LG Screen Lock Disabler Code with the U.S. Copyright Office and has been granted U.S. registered Copyright No. *TX 8-117-657*.

122. Oxygen Russia literally copied the foregoing copyrighted code, and also copied the sequence, order, and structure, and other non-literal elements of the foregoing copyrighted code.

123. Oxygen Russia distributes the OF Solution to customers in the United States via on-line downloads and by shipments of compact disks and flash memory devices from Oxygen Russia's Moscow offices.

124. Oxygen Russia further reproduced, distributed, and created derivative works of Cellebrite's copyrighted works in the United States in violation of Cellebrite's exclusive rights therein.

125. Oxygen Russia's acts of infringement are willful, intentional, and purposeful in direct violation of Cellebrite's exclusive rights.

126. As a direct and proximate result of Oxygen Russia's infringing activities, Plaintiff may elect either actual damages in an amount to be proven at trial or statutory damages pursuant to the U.S. Copyright Act.

127. As a direct and proximate result of Oxygen Russia's ongoing acts and conduct, Cellebrite has sustained and will continue to sustain, substantial, immediate, and irreparable injury for which there is no adequate remedy at law.

128. Cellebrite believes that unless enjoined and restrained by this Court, Oxygen Russia will continue to directly infringe Cellebrite's copyrights and, therefore, Cellebrite is entitled to preliminary and permanent injunctive relief to enjoin such active and ongoing conduct by Oxygen Russia.

Count II – Against Oxygen USA
(Direct Copyright Infringement 17 U.S.C. §§ 106 and 501)

129. Plaintiff repeats, realleges, and incorporates herein Paragraphs 1-128 of the Complaint as if fully set forth herein.

130. Oxygen USA currently imports into the U.S., distributes, markets, and sells Oxygen Russia's Infringing Samsung Solution containing the LG Screen Lock Disabler via on-line downloads and by shipments of compact disks and flash memory devices from Oxygen USA's offices in Alexandria, Virginia to customers in Virginia and throughout the United States.

131. Oxygen USA has violated Cellebrite's exclusive rights under the U.S. Copyright Act to distribute Cellebrite's copyrighted works to the public by sale or other transfer of ownership, or by rental, lease, or lending.

132. Oxygen USA has also violated Cellebrite's exclusive rights under the U.S. Copyright Act by importing Cellebrite's copyrighted work into the United States without authorization from Cellebrite.

133. Oxygen USA's acts of infringement are willful, intentional, and purposeful in direct violation of Cellebrite's exclusive rights.

134. As a direct and proximate result of Oxygen USA's infringing activities, Plaintiff may elect either actual damages in an amount to be proven at trial or statutory damages pursuant to the U.S. Copyright Act.

135. As a direct and proximate result of Oxygen USA's ongoing acts and conduct, Cellebrite has sustained and will continue to sustain, substantial, immediate, and irreparable injury for which there is no adequate remedy at law.

136. Cellebrite believes that unless enjoined and restrained by this Court, Oxygen USA will continue to directly infringe Cellebrite's copyrights and, therefore, Cellebrite is entitled to preliminary and permanent injunctive relief to enjoin such active and ongoing conduct by Oxygen USA.

Count III—Against Oxygen Russia
(Contributory Copyright Infringement)

137. Plaintiff repeats, realleges, and incorporates herein Paragraphs 1-136 of the Complaint as if fully set forth herein.

138. As further set forth above, Oxygen USA directly infringes the SPR Screen Lock Disabler Copyright and the LG Screen Lock Disabler Copyright.

139. Oxygen Russia enlisted Oxygen USA in the process of marketing, selling, and distributing the OF Suite of products that contain Cellebrite's copyrighted software.

140. Oxygen Russia intentionally encouraged and contributed to Oxygen USA's infringement of Cellebrite's copyrighted software.

141. Oxygen Russia affirmatively authorized, induced, and acted in concert with Oxygen USA to sell the infringing products in the United States.

142. Oxygen Russia delivers inventories of its infringing products to Oxygen USA in the U.S. and receives payment for such products from Oxygen USA and its customers.

143. As a direct and proximate cause of Oxygen Russia's contributory infringement, Cellebrite has been and continues to be damaged.

144. Oxygen Russia's contributory infringement was intentional, willful and deliberate, and was undertaken with full knowledge of, and with indifference to, Cellebrite's rights.

145. Oxygen Russia will continue its acts of contributory copyright infringement and Cellebrite will continue to be injured as a result of such infringement unless enjoined by the Court.

146. Cellebrite has no adequate remedy at law to compensate it for the damage suffered from Oxygen Russia's contributory infringement.

Count IV -- Against Both Defendants
(Misappropriation Trade Secrets in Violation of the
Virginia Uniform Trade Secrets Act)

147. Plaintiff repeats, realleges, and incorporates herein Paragraphs 1-146 of the Complaint as if fully set forth herein.

148. The Cellebrite Trade Secrets, including without limitation, the methods, processes, and know-how subsisting in the SPR Screen Lock Disabler, LG Screen Lock Disabler, and Cellebrite's formulas, patterns, compilations, programs, devices, methods, techniques, and processes are trade secrets within the meaning of the Virginia Uniform Trade Secrets Act ("**VUTSA**"), Va. Code § 59.1-336

149. The Cellebrite Trade Secrets are not generally known to members within the relevant industry, and are not ascertainable through proper means.

150. Cellebrite has undertaken extensive efforts to maintain the secrecy of its trade secrets.

151. The express language in Cellebrite's EULA reaffirms the confidential and proprietary nature of the Cellebrite Trade Secrets.

152. Defendants have misappropriated the Cellebrite Trade Secrets by knowingly acquiring them through improper means, including upon information and belief, through theft, misrepresentation, and other unlawful means, and using Cellebrite's Trade Secrets without Cellebrite's consent.

153. Oxygen Russia has used the Cellebrite Trade Secrets, without its consent, by integrating and incorporating them into their own products, shipping such products to Oxygen USA in Virginia for distribution, selling such products via online downloads through its website into the U.S., and providing sales and warranty support in the U.S. in connection with the infringing products.

154. Oxygen USA and Oxygen Russia knew or had reason to know that Oxygen Russia's infringing products incorporate Cellebrite trade secrets which were acquired by improper means.

155. Cellebrite has suffered and will continue to suffer actual losses as a result of Defendants' misappropriation of the Cellebrite Trade Secrets as Defendants have been selling and wrongfully deriving profit from competing products which integrate the Cellebrite trade secrets.

156. In addition, Defendants have been, and will continue to be, unjustly enriched in that Cellebrite has expended significant time and expenses in developing its trade secrets.

157. Defendants' misappropriation was willful and malicious, thus entitling Cellebrite to punitive damages pursuant to Va. Code § 59.1-338(B) and attorneys' fees pursuant to Va. Code § 59.1-338.1.

158. Defendants' activities constitute a continuing threat of misappropriation. Therefore, absent an injunction, Defendants would be using the Cellebrite Trade Secrets to

Cellebrite's competitive disadvantage. Cellebrite is thus entitled to injunctive relief under Va. Code. § 59.1-337 enjoining Defendants' misappropriation.

Count V –Against Both Defendants
(False Advertising Under the Lanham Act, 15 U.S.C. § 1125(a))

159. Plaintiff repeats, realleges, and incorporates herein Paragraphs 1-158 of the Complaint as if fully set forth herein.

160. By publishing literally false and misleading advertising claims in interstate commerce, as set forth above that Defendants “invented” the Infringing SPR Disabler and the Infringing LG Disabler, Defendants have committed false advertising in violation of Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)), which prohibits any false or misleading representation “in commercial advertising or promotion [which] misrepresents the nature, characteristics, qualities, or geographic origin” of the advertiser’s product or service.

161. Defendants have wrongfully generated revenues and profits from their false advertising, which is causing, and unless enjoined, will continue to cause, purchasers to be confused, mistaken, or deceived as to the quality of Oxygen Russia’s goods and services.

162. Defendant’s false advertising is causing, and unless enjoined, will continue to cause irreparable harm to Cellebrite’s reputation and goodwill.

163. By the acts and omissions identified above, Defendants have committed false advertising in violation of 15 U.S.C. § 1125(a) and caused Cellebrite to suffer damages measured by the gains, profits, and advantages that Defendants obtained as a result of the false advertising and in an amount to be proven at trial.

164. Because Defendant’s conduct is willful and exceptional, Cellebrite is entitled to recover treble damages and reasonable attorney’s fees.

165. Because Defendants false advertising is ongoing and Cellebrite has no adequate remedy at law, Cellebrite is further entitled to injunctive relief restraining Oxygen Russia from the false advertising identified above.

Count VI – Against Both Defendants
(Breach of Contract -- Cellebrite's End User License Agreement)

166. Plaintiff incorporate herein Paragraphs 1-165 above.

167. Cellebrite's EULA is a valid license agreement, legally binding upon any person who installs and uses Cellebrite's UFED Software (as defined in the EULA).

168. Defendants either themselves or through a straw person acting as Defendants' agent, have installed and used the UFED Software, have accepted the terms, conditions, and limitations in the EULA, and became contractually bound thereby.

169. Defendants have breached and continue to breach the terms and conditions of the EULA as described in this Complaint.

170. As a direct and proximate result of Defendants' breach of contract, Cellebrite has been and continues to be damaged.

DEMAND FOR JURY

Pursuant to Fed. R. Civ. P. 38, Cellebrite respectfully demands a trial by jury on all issues that are properly triable by a jury in this action

PRAYER FOR RELIEF

Wherefore, Plaintiff respectfully demand the entry of judgment in its favor on each and every claim for relief set forth above and award relief, including, but not limited to, the following:

A. That Defendants have willfully infringed Cellebrite's registered copyrights and are entitled to an award of actual damages or statutory damages pursuant to 17 U.S.C. § 504(c);

B. That all infringing articles and products be impounded, disposed of, and surrendered;

C. Awarding a temporary and permanent injunction under 17 U.S.C. § 502 to prevent and restrain Defendants' ongoing infringement of Cellebrite's copyrighted works;

D. That Defendants be ordered to pay Cellebrite interest, costs, and reasonable attorney's fees in this action pursuant to 15 U.S.C. § 1117 and other applicable laws;

E. That Defendants have willfully misappropriated the Cellebrite Trade Secrets in violation of the Virginia Uniform Trade Secrets Act;

F. Awarding actual damages and punitive damages pursuant to Va. Code § 59.1-338(B); attorneys' fees pursuant to Va. Code § 59.1-338.1; and injunctive relief under Va. Code. § 59.1-337 enjoining Defendants' continued violations;

G. That Defendants have engaged in Unfair Competition and be ordered to disgorge all of Defendants' profits, pay an award of damages sustained by Plaintiff, trebled accordingly, reasonable attorneys' fees, all costs of this action, and any other sums as the Court finds to be just compensation to Plaintiff pursuant to 15 U.S.C. § 1125;

H. That Defendants have breached Plaintiff's End User License Agreement;


I. Awarding Plaintiff all costs, litigation expenses (including fees and costs of expert witnesses), disbursements, and attorneys' fees incurred by the Plaintiff in this action;
and

J. Awarding Plaintiff any other or further relief as the Court deems just and proper.

Dated: Alexandria, Virginia
December 28, 2015

Respectfully submitted,

DIMURO GINSBERG, PC

A handwritten signature in black ink, appearing to read "B. J. DiMuro", written over a horizontal line.

By: Bernard J. DiMuro, Esq.

1101 King Street, Suite 610

Alexandria, Virginia 22314

Tel.: (703) 684-4333

Fax: (703) 548-3181

EXHIBIT A

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING CELLEBRITE-SUPPLIED SOFTWARE (AS PART OF A PRODUCT OR STANDALONE) CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

CELLEBRITE IS WILLING TO LICENSE SOFTWARE TO YOU ONLY IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT (THE "EULA"), ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BY BUYER (AS DEFINED BELOW) AND CELLEBRITE AND ANY "CLICK-ACCEPT" AGREEMENT, AS APPLICABLE. TO THE EXTENT OF ANY CONFLICT AMONG THIS EULA, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BY BUYER AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER AND CELLEBRITE'S TERMS AND CONDITIONS OF SALE, THE ORDER OF PRECEDENCE SHALL BE (A) AN AGREEMENT SIGNED BY BUYER AND CELLEBRITE; (B) THIS EULA; (C) THE "CLICK-ACCEPT" AGREEMENT; (D) CELLEBRITE'S TERMS AND CONDITIONS OF SALE; AND (E) BUYER'S PURCHASE ORDER, TO THE EXTENT SUCH TERMS ARE PERMISSIBLE UNDER CELLEBRITE'S TERMS AND CONDITIONS OF SALE OR AN AGREEMENT SIGNED BY BUYER AND CELLEBRITE (COLLECTIVELY, (A)-(E), AFTER APPLYING THE ORDER OF PRECEDENCE, THE "AGREEMENT").

BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, YOU INDIVIDUALLY AND ON BEHALF OF THE BUSINESS OR OTHER ORGANIZATION THAT YOU REPRESENT (THE "BUYER") CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED IN THE AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL OR USE ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN BUYER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. YOUR RIGHT TO RETURN AND REFUND ONLY APPLIES IF YOU ARE THE ORIGINAL END USER PURCHASER OF SUCH PRODUCT AND/OR LICENSEE OF SUCH SOFTWARE.

This EULA governs Buyer's access to and use of any Software and/or any Product (as defined below) first placed in use by Buyer on or after the release date of this EULA (the "Release Date").

- 1. DEFINITIONS** – In this Agreement, the following capitalized terms shall have the meaning set forth below:

"Affiliate" of a party means such party's parent corporation, an entity under the control of such party's parent corporation at any tier or an entity controlled by such party at any tier. For these purposes, "control" shall mean the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of more than 50% of the outstanding voting interests in such entity or otherwise.

“Authorization Product” means a product sold by Cellebrite or an authorized reseller of Cellebrite with embedded License Authorization Software, including but not limited to a USB stick with embedded License Authorization Software.

“Authorized Users” means the number of Users that Buyer is licensed to have access to the applicable Software.

“Cellebrite” means (i) Cellebrite Mobile Synchronization Ltd., an Israeli corporation with offices at 94 Em Hamoshavot Road, Petach Tikva, Israel 49130 or (ii) the subsidiary of Cellebrite Mobile Synchronization Ltd. (including without limitation Cellebrite Inc., Cellebrite GmbH, Cellebrite APAC PTE Ltd. or Cellebrite Ltda.), which has an agreement with Buyer and issues invoices to Buyer with respect to any Software and/or Product, as applicable.

“Documentation” means any documentation related to any Software provided by Cellebrite.

“Embedded Software” means a copy of Software delivered embedded in or loaded onto a Product when such Product is sold by Cellebrite. Any Updates or Upgrades to Embedded Software are also deemed “Embedded Software”, notwithstanding being separately delivered from the applicable Product.

“Law” shall mean any law, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction or requirement of or by any governmental authority, as may be amended, changed or updated. “License Authorization Software” means Software that is provided together with hardware on which it is embedded that is used to validate the authorized use of Standalone Software.

“License Term” means the term of a paid subscription to an instance of Software or a unit of Product.

“Product” means a product (Hardware and Software) sold by Cellebrite or an authorized reseller of Cellebrite. The term “Product” includes without limitation the UFED family of products, the UME family of products and the Cellebrite Touch family of products. “Product” does not include Authorization Products.

“Software” means an instance of a program, module, feature, function, service, application, operation or capability of any Cellebrite-supplied software. The term “Software” includes without limitation any Embedded Software, standalone software or any License Authorization Software.

“Territory” means the country in which Product was purchased or Software was licensed from Cellebrite or an authorized reseller of Cellebrite.

“Third Party” means an individual or entity other than Buyer, Cellebrite and Cellebrite’s Affiliates.

“Third Party Software” means certain software provided by a Third Party embedded in any Product, either as a standalone feature or as part of any Software, and which may be subject to additional end user license restriction and agreements.

“Update” means an update to any Software that is provided by Cellebrite and that may incorporate (i) corrections of any substantial defects; (ii) fixes of any minor bugs; (iii) at the sole discretion of Cellebrite, allowing additional compatibility of the Software with cellular phones provided by Third Parties; and/or (iv) at the sole discretion of Cellebrite, minor enhancements to the Software; provided, however, that Updates shall not include Upgrades. Updates are generally identified by Cellebrite by a change to the version number to the right of the first decimal point (e.g., version 4.1 to 4.2).

“Upgrade” means a new release of any Software that incorporates substantial changes or additions that (i) provide additional value and utility; (ii) may be priced and offered separately as optional additions to any Software; and/or (iii) are not generally made available to Cellebrite’s customers without a separate charge. Upgrades are generally identified by Cellebrite by a change to the version number to the left of the first decimal point (e.g., version 4.2 to 5.0).

“User” means an individual able to gain access to any Software functionality.

“You” means any individual seeking the benefit of or evaluating this EULA.

2. LICENSE GRANT

A. Software. Subject to the terms and conditions of this EULA, Cellebrite hereby grants to Buyer, and Buyer accepts, upon delivery of any Software, during the License Term a non-exclusive, non-transferable license to (i) use each copy of such Software, in executable form only, provided by Cellebrite, and any accompanying Documentation, only for Buyer’s internal use in connection with the Products, in the Territory (or any other location specifically authorized by Cellebrite in writing) and only as authorized in the Agreement, subject to the restrictions in Section 2.E, 2.F and, if applicable, 2.D; (ii) only allow a number of Users to use the Software that is equal to or less than the number of Authorized Users specified in the Agreement, even if available on a higher number of computer systems; (iii) make a reasonable number of copies of Software, other than Embedded Software, for use only as licensed in this EULA, though in no case more than the number of Authorized Users; and (iv) make one (1) copy of Software, other than Embedded Software, for backup, archival or disaster recovery purposes.

i. Embedded Software Limitations. Buyer shall use any Embedded Software solely for execution on the unit of Product originally delivered to Buyer with such Embedded Software installed, or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such Embedded Software that Cellebrite has licensed to Buyer may be loaded and executed only on the unit of Product on which any originally licensed Software is authorized to execute.

ii. License Exclusion. Notwithstanding any other provision of this EULA, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software or associated Update or Upgrade on any Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.

iii. Single Product; Single Authorization Product. Buyer’s license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite’s authorized reseller. Buyer’s license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such Standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite’s authorized reseller.

B. Updates and Upgrades.

i. Updates. Updates or Upgrades to any Software may be made available to Buyer pursuant to a separate agreement between Cellebrite and Buyer. Any particular Update or Upgrade shall be licensed under the terms of the Software that is being updated by such Update or Upgrade, as the case may be.

- ii. Limitation. Except as expressly provided in the Agreement, Buyer shall have no rights in any Update or Upgrade to Software, nor any rights to support services associated with such Software.
- iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Buyer or Buyer to accept such Updates or Upgrades. The provision of any Updates or Upgrades shall be governed by a separate agreement between Cellebrite and Buyer, or by a purchase order issued by Buyer and accepted by Cellebrite, in Cellebrite's sole discretion.
- iv. Trial License for Updates and Upgrades. Subject to the terms and conditions of this Agreement, Cellebrite hereby grants to Buyer, and Buyer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of an Update or Upgrade to Software, in executable form only, when provided by Cellebrite, and any accompanying Documentation, only for Buyer's internal use for a trial of such Update or Upgrade, as the case may be, in the Territory and only as authorized in the Agreement, for a period as specified by Cellebrite, but, in any case, no longer than seven (7) days after Cellebrite provides such Update or Upgrade, subject to the restrictions in Section 2.E, 2.F and, if applicable, 2.D. Any time-limited license for any Software shall be subject to the foregoing license grant and such license may be issued at Cellebrite's sole discretion. Buyer agrees to provide to Cellebrite one or more email addresses at which Cellebrite can contact Buyer for communications from Cellebrite, including without limitation regarding Updates or Upgrades. Buyer shall provide Cellebrite with updated email address(es) each time such email address(es) change.

C. Specific License Terms for UFED Family of Products. The terms in this Section 2.C apply only to the UFED family of products (including without limitation UFED Logical, UFED Ultimate, UFED Physical Analyzer, UFED Logical Analyzer, UFED Phone Detective, UFED Link Analysis, UFED Cloud Analyzer, UFED InField).

- i. Any use or operation of the Cellebrite UFED family of products in connection with any product and/or cellular device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User of the Cellebrite UFED family of products has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.
- ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO BUYER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE UFED FAMILY OF PRODUCTS IN CONNECTION WITH ANY PRODUCT AND/OR CELLULAR DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.
- iii. Buyer represents, warrants and covenants to Cellebrite that (a) only Users of Buyer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Cellebrite UFED family of products; (b) Users of Buyer shall only use any of the Cellebrite UFED family of products in compliance with the terms of service, terms of

use or other agreement with a Third Party; and (c) Buyer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.

- D. License Terms for Educational Use. If Buyer's purchase order or the Agreement indicates that Buyer is purchasing any Product and/or licensing any Software for educational use only, the following terms and conditions apply:
- i. Buyer hereby agrees not to use any Software which is licensed as being for educational use only for any purposes other than training of Buyer's employees, or, if Buyer is an accredited educational institution that is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any Law that replaces the same, for training of students who are full- or part-time students enrolled in a degree-granting program equivalent to a Bachelor's or higher degree.
 - ii. Unless otherwise agreed to in the Agreement, the prohibition regarding use of Products for training other than for training of Buyer's employees set forth in Section 2.F(n) shall continue to apply. Nothing in this EULA permits Buyer to use any trade marks of Cellebrite.
- E. No Right to Sublicense or Assign. Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided in this Section 2 is sublicensable, transferable or assignable by Buyer, including by operation of Law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Buyer shall be null and void.
- F. License Prohibitions. Notwithstanding anything to the contrary in this EULA, Buyer shall not, alone, through a User, an Affiliate or a Third Party (or allow a User, an Affiliate or a Third Party to): (a) modify any Software; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Software; (d) use any Software on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Software, except as provided for in the license grant above; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Software; (f) distribute any copy of any Software to any Third Party, including without limitation selling any Product in a secondhand market; (g) use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite; (h) disclose any results of testing or benchmarking of any Software to any Third Party; (i) use any Update or Upgrade beyond those to which Buyer is entitled or with any Software to which Buyer does not have a valid, current license; (j) deactivate, modify or impair the functioning of any disabling code in any Software; (k) circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms; (l) use any Software in violation of any applicable Law or to support any illegal activity; (m) use any Software to violate any rights of any Third Party; (n) use any Product for any training purposes, other than for training Buyer's employees, where Buyer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing; or (o) attempt any of the foregoing. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.
- G. Legal Exception. Buyer agrees that, to the extent that any applicable Law (including without limitation national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) grants Buyer the right to reverse engineer any Software to make it interoperable without

Cellebrite's consent, before Buyer exercises any such rights, Buyer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Buyer; or (b) permit Buyer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Buyer's request, shall Buyer exercise its statutory rights.

- H. Network Usage. Buyer understands and agrees that Cellebrite may use Buyer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Buyer's computer and the Cellebrite license server.
- I. Third Party Software. Buyer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. Buyer shall comply with the terms and conditions applicable to any such Third Party Software, in addition to the terms and conditions of this EULA, including without limitation the following terms and conditions (to the extent applicable):

- i. Bing Maps – <http://go.microsoft.com/?linkid=9710837>
- ii. OpenStreetMap – <http://www.openstreetmap.org/copyright>

3. **OWNERSHIP** – Cellebrite (or its licensors) retains ownership of all right, title and interest in and to any Software and Documentation and any derivative works thereof, and all copies of the Software and/or Documentation. Nothing in this EULA constitutes a sale, transfer or conveyance of any right, title or interest in any Software and/or Documentation or any derivative works thereof. Notwithstanding anything to the contrary, all Software is licensed and not sold and any reference to a sale of Software shall be understood as a license to Software under the terms and conditions of the Agreement.
4. **CONFIDENTIALITY** – Buyer and/or Cellebrite may each disclose to the other proprietary marketing, technical or business information related to the subject of the Agreement (“Confidential Information”). Technical information relating to Software or Documentation and any Software or Documentation is Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked “confidential”, “proprietary” or the like to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

The receiving party shall: (a) hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information but at least reasonable care, (b) restrict disclosure and use of Confidential Information to employees (including any agents, contractors or consultants) with a need to know, and not disclose it to any other parties, (c) advise those employees, agents, contractors and consultants of their obligations with respect to Confidential Information, (d) not copy, duplicate, reverse engineer or decompile Confidential Information, (e) use Confidential Information only in furtherance of performance under the Agreement, and (f) upon expiration or termination of the Agreement, return all Confidential

Information to the disclosing party or at the request of the disclosing party, destroy such Confidential Information.

The receiving party shall have no obligation regarding Confidential Information that: (u) was previously known to it free of any confidentiality obligation, (w) was independently developed by it, (x) is or becomes publicly available other than by unauthorized disclosure, (y) is disclosed to third parties by the disclosing party without restriction, or (z) is received from a third party without violation of any confidentiality obligation.

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement at the disclosing party's expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure, access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

In the event that the Agreement has provisions relating to protecting the confidentiality of disclosures under the Agreement, this Section 4 shall be of no force and effect.

5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.

- A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and "damages" shall be deemed to refer collectively to all injury, damage, loss or expense incurred.
- B. Exclusive Remedies. Cellebrite's entire liability and Buyer's exclusive remedies against Cellebrite for any damages caused by any Product or Software defect or failure, or arising from the performance or non-performance of any obligation hereunder, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:
- iii. For bodily injury or death to any person proximately caused by Cellebrite, Buyer's direct damages; and
 - iv. For claims other than as set forth above, Cellebrite's liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Buyer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.
- C. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS EULA, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.
- D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED

TO ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN BUYER.

- E. Third Party Software Liability. Notwithstanding anything to the contrary in this EULA, Cellebrite shall not be liable to Buyer or any User for any damages due to use of any Third Party Software. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall govern and apply with respect to the use of each such Third Party Software.
6. **BUYER INDEMNITY** – To the maximum extent permitted by applicable Law, Buyer shall, at its expense: (i) indemnify and hold Cellebrite and its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers harmless from and against any damages, claim, liabilities and expenses (including without limitation legal expenses) (whether brought by a Third Party or an employee, consultant or agent of Buyer's) arising out of any (a) use of any Product or Software furnished under the Agreement in a manner other than as authorized under this EULA, including without limitation using the Product or Software in a manner that violates applicable Law including without limitation a person's fourth amendment rights under the United States Constitution (or its equivalent in the Territory), (b) misappropriation of a person's list of contacts or other personal information, (c) failure to obtain consents and approvals required by applicable Law for the use of any of the UFED family of products in connection with a Third Party product and/or cellular device, as required under Section 2.C hereof or (d) use of any Product or Software furnished under the Agreement in breach of or to violate the terms of service, terms of use or other agreement with a Third Party; (ii) reimburse Cellebrite for any expenses, costs and liabilities (including without limitation legal expenses) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.
7. **CELLEBRITE INDEMNITY** – Cellebrite will, at its expense: (i) indemnify, defend and hold Buyer and its Affiliates and its and their officers and directors harmless from any claim (whether brought by a Third Party or any customer of Buyer) to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Buyer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Buyer and attributable to such claim.

In addition, in connection with satisfying its obligations hereunder, Cellebrite shall have the right, at any time and at its option and expense to: (a) procure for Buyer and/or its customers the right to continue using such Software, or any Product on which such Software is embedded; (b) replace or modify any such Software, or any Product on which such Software is embedded, provided or to be provided, to be free of such infringement; or (c) require return of such Software, or any Product on which such Software is embedded, and refund the purchase price or license price depreciated on a straight-line basis over a three (3) year period from the delivery date.

Notwithstanding the foregoing, (A) Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item; (B) the maximum liability of Cellebrite in relation to any such claims under this Section 7 shall not exceed the amounts paid by Buyer to license any Software for which such infringement claim was filed or purchase Products including such Software in the then-previous twelve (12) months; and (C) in the event that there are any other indemnification

obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

Cellebrite's obligations under this Section 7 are conditioned upon: (1) Buyer giving Cellebrite prompt written notice (within no more than thirty (30) days) after any such claim, unless Cellebrite would not be materially prejudiced thereby; (2) Cellebrite having complete control of the defense and settlement of such claim; (3) Buyer cooperating fully with Cellebrite to facilitate the defense or settlement of such claim; and (4) Buyer's substantial compliance with the Agreement.

The sale of any Product by Cellebrite shall not in any way confer upon Buyer, or upon anyone claiming under Buyer, any license (expressly, by implication, by estoppel or otherwise) under any patent claim of Cellebrite or others covering or relating to any combination, machine or process in which such Product is or might be used, or to any process or method of making such Product.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY AND OBLIGATION OF THE PARTIES HERETO FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

8. WARRANTY

- A. Hardware Warranty. Subject to Buyer's compliance with the Agreement, Cellebrite warrants to Buyer that each Product, but not Software, related services or prototypes of any such Product, shall be materially in conformance with the written specification furnished or agreed to by Cellebrite for six (6) months after delivery (the "Warranty Period"). If any failure to materially conform to such specification ("Defect") is suspected in any Product during the Warranty Period, Buyer, after obtaining return authorization information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyze the failures, making use, when appropriate, of technical information provided by Buyer relating to the circumstances surrounding such failures. Cellebrite will verify whether any Defect appears in the applicable Product. If a returned Product does not have a Defect, Buyer shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at Cellebrite's sole option, either repair or replace the defective Product with the same or equivalent Product without charge or, if such repair or replacement has not occurred by the forty fifth (45th) day following Cellebrite's receipt of the returned Product, credit or refund (at Buyer's option) the purchase price within ten (10) days after such forty fifth (45th) day; provided: (i) Buyer notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Buyer knows or reasonably should know of the claimed Defect, (ii) the claimed Defect actually exists, and (iii) the Defect appears within the Warranty Period. Cellebrite shall deliver any replacement Product to Buyer (Ex Works Cellebrite's loading dock, Incoterms 2010). Any replaced Product or replaced parts of any Product shall become Cellebrite's property. In no event shall Cellebrite be responsible for de-installation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty are warranted to be free from Defects as set forth above with respect to any Defect that appears (i) within three (3) months after the date of repair or replacement or (ii) prior to the expiration of the original Warranty Period, whichever is later.

- B. Touch Screen Exclusion. Notwithstanding Section 8.A, the Warranty Period for the touch screen of any Product with a touch screen is the period from the date of Buyer's initial receipt of the Product until thirty (30) days after such date.
- C. Warranty of Title. Cellebrite warrants to Buyer that any title conveyed hereunder (excluding Software) shall be good and its transfer rightful, and that the Products delivered under this EULA shall be free from any liens, encumbrances and restrictions.
- D. Software Warranty. Cellebrite warrants to Buyer that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformity with its Documentation. As Buyer's sole and exclusive remedy, Cellebrite will, at its sole expense, in its sole discretion and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty.
- E. Third Party Software Warranty. Notwithstanding anything to the contrary in this EULA, Cellebrite does not provide any warranty with respect to any Third Party Software. The warranty under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall govern and apply with respect to each such Third Party Software warranty.
- F. Exclusions. Notwithstanding anything to the contrary in this warranty, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to defects in Products or Software in the following cases: (a) Buyer's misuse, damage or unauthorized modification of any Products or Software; (b) Buyer's combination of any Products or Software with other products or software, other than as authorized in writing by Cellebrite, including without limitation any installation of any software on any Product without Cellebrite's prior written approval; (c) placement of any Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Buyer; (d) Buyer's intentional or negligent actions or omissions, including without limitation physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including without limitation ordinary wear and tear, cracks or scratches; (f) for any Product with a touch screen, any defect in such a touch screen after thirty (30) days after the date of receipt of such Product, or any defect caused in a touch screen by Buyer's negligence or willful misconduct; (g) maintenance of any Product or Software in a manner that is contrary to specific written instructions provided by Cellebrite to Buyer; (h) a usage of a product or service not provided, authorized or approved by Cellebrite for use with any Product or Software; (i) any repair services not authorized or approved by Cellebrite; (j) any design, documentation, materials, test data or diagnostics supplied by Buyer that have not been authorized or approved by Cellebrite; (k) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS"); (l) any Third Party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (m) any damage to a Third Party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (n) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (o) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorized by an agreement between Cellebrite and Buyer; (p) any prejudicing of Cellebrite's ability to repair a defect caused by Buyer's failure to promptly notify Cellebrite in writing of such Defect; or (q) any Product or Software that has been resold or otherwise transferred to a Third Party by Buyer (each of (a)-(q), an "Excluded Item"). Without limiting the foregoing, Cellebrite's obligations under the warranty provided hereunder are conditioned upon Buyer's compliance with the terms of the Agreement.

- G. Limitation. Without limiting the foregoing, Cellebrite does not warrant that (i) the operation of any Software and/or Product will be error-free; (ii) all defects in any Software and/or Product will be corrected; or (iii) any Software may not operate on hardware or operating systems or in conjunction with other software other than as expressly specified in the Documentation or approved by Cellebrite in writing.
- H. Warranty Limitations. EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS AFFILIATES, AND ITS AND THEIR SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER IS COMMERCIALY FEASIBLE, TO CREDIT OR REFUND (AT BUYER'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND PRODUCT REMAINS WITH BUYER.
- I. Repaired or Replaced Products. Before returning a Product for service, Cellebrite recommends that Buyer back up any data contained in such a Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, OR LOSS OR CORRUPTION OF, ANY RECORDS, PROGRAMS OR OTHER DATA RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

9. **DISABLING CODE**

- A. Disabling Code. Software may be provided to Buyer with code that allows Cellebrite to disable such Software. Any Updates or Upgrades to Software may include disabling code. Cellebrite agrees not to invoke such disabling code except as provided for in Section 9.B, without Buyer's prior consent, which may be given by telephone or email.
- B. Invocation of Disabling Code. In addition to the invocation of disabling code when Cellebrite has received Buyer's consent described in Section 9.A, Cellebrite may, at its option, invoke disabling code in Cellebrite's Software without receiving Buyer's consent: (i) if in Cellebrite's sole, reasonable discretion, Cellebrite believes that such Software has been, is being or will be used in violation of Laws; (ii) if Cellebrite is required to do so, because of a court or regulatory order; (iii) if Buyer has not paid an outstanding invoice more than sixty (60) days after such invoice is due; or (iv) if Buyer has used the Software other than as authorized by Buyer's license. Cellebrite shall have no liability to Buyer for any good faith invocation of any such disabling code.

10. **TERM AND TERMINATION**

- A. Term. The term of this EULA is while any Software is under Buyer's control or possession. Notwithstanding the foregoing, (i) the license to any Software may be terminated by Cellebrite if Buyer has not paid any invoice sixty (60) days after such invoice is due; and (ii) the license to any Software is only during the License Term applicable to such Software. The License Term shall be determined in a separate agreement between Cellebrite and the Buyer.

- B. **Termination.** Cellebrite shall have the right to terminate this EULA upon thirty (30) days' prior written notice to Buyer if Buyer has not cured any material breach of this EULA by the end of such thirty (30) day notice period. Upon termination of this EULA for any reason, (i) Buyer shall be responsible for payment for all purchase orders delivered to Buyer by Cellebrite before the effective date of termination; and (ii) Buyer shall destroy all copies of any Software under Buyer's control or possession.
- C. **Survival.** The provisions of Sections 1, 2.C, 2.E, 2.F, 2.H, 2.I, 3, 4, 5, 6, 9, 10.C, and 11-15 of this EULA shall survive any termination in accordance with their terms. In addition, any purchase order accepted by Cellebrite prior to the effective date of termination shall survive in accordance with its terms.

11. CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE

- A. **Choice of Law; Jurisdiction.** Any dispute or claim relating to this EULA shall be solely and exclusively resolved in the applicable courts of the country of incorporation of the Cellebrite entity that sold the Product to Buyer (and, in the case of sales or licenses in the United States of America, in the federal or state courts located in New Jersey). Buyer hereby acknowledges and agrees that Cellebrite shall be entitled, at its sole and absolute discretion, to initiate any dispute or claim against Buyer in any jurisdiction as permitted by applicable Law, including without limitation with respect to any application for injunctive remedies (or an equivalent type of urgent legal relief), without any reference to the place of incorporation of the applicable Cellebrite entity.

The laws governing this EULA shall exclusively be the Laws of the country of incorporation of the Cellebrite entity that sold any Product or licensed any Software to Buyer (and, in the case of sales or licenses in the United States of America, the Laws of the State of New York), without giving effect to any choice of Law rules that would result in the application of any Law of any other jurisdiction or to the United Nations Convention for the International Sale of Goods. The Uniform Computer Information Transactions Act shall not apply to this Agreement, in the event that it is passed in the jurisdiction set forth above.

- B. **Governing Language.** The parties hereto have required that this EULA be drawn in the English language, and that the English language version shall control over any translations thereof. If Buyer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette EULA soient rediges en anglais.
- 12. **ASSIGNMENT** – Neither party may assign its rights and obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this EULA to any Affiliate of the other or to an acquirer (by purchase, merger or otherwise) of all or substantially all of such party's business or assets relating to this EULA, provided that (i) the assignee promptly notifies Cellebrite and agrees in writing to Cellebrite to be bound by the terms and conditions of this EULA, (ii) neither the assignor nor assignee are in default hereunder. Any attempted assignment other than as permitted herein shall be null and void.
 - 13. **NON-WAIVER** – No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.
 - 14. **ENTIRE AGREEMENT** – The terms and conditions contained in this EULA supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this EULA, except as provided for in the preamble

to this EULA regarding the order of precedence. This EULA may not be modified or amended except by a writing signed by Buyer and Celebrite.

15. **CONSTRUCTION; SEVERABILITY** – The headings used in this EULA are for reference purposes only and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision hereof. If any provision or part hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such provision or part hereof shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such provision or part hereof, it shall be severed herefrom, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect unless such severance effects such a material change as to render the EULA unreasonable. In case of any inconsistency between this EULA and any other agreement, document and/or instrument entered into by Buyer and Celebrite, the terms of this EULA shall prevail, except to the extent of the order of precedence set forth above.

Release Date: March 16, 2015

EXHIBIT B

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maui A. Pallante

Register of Copyrights, United States of America

Registration Number

TX 8-075-119

Effective Date of Registration:
September 11, 2015

Title

Title of Work: UFED Version 4.2.0

Completion/Publication

Year of Completion: 2015
Date of 1st Publication: May 17, 2015
Nation of 1st Publication: United States

Author

- Author:** Cellebrite Mobile Synchronization Ltd.
- Author Created:** computer program
- Work made for hire:** Yes
- Domiciled in:** Israel

Copyright Claimant

Copyright Claimant: Cellebrite Mobile Synchronization Ltd.
94 Em Hamoshavot Street, Petah Tikvah., Israel

Limitation of copyright claim

Material excluded from this claim: Third party code
New material included in claim: computer program

Rights and Permissions

Organization Name: SHELOWITZ LAW GROUP PLLC
Name: Mitchell C. Shelowitz
Email: mitch@shelgroup.com
Telephone: (212)655-9384
Address: 2005 Merrick Road
Merrick, NY 11566 United States

Certification

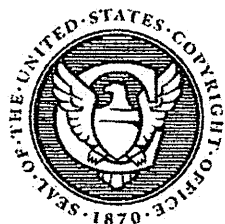
Name: MITCHELL C. SHELOWITZ

Date: September 11, 2015
Applicant's Tracking Number: CELLEBRITE



EXHIBIT C

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
TX 8-117-657
Effective Date of Registration:
November 04, 2015

Title

Title of Work: UFED 4.2.0 (LG ANDROID LAF Module)

Completion/Publication

Year of Completion: 2015
Date of 1st Publication: May 08, 2015
Nation of 1st Publication: United States

Author

Author: Cellebrite Mobile Synchronization Ltd.
Author Created: computer program
Work made for hire: Yes
Citizen of: Israel

Copyright Claimant

Copyright Claimant: Cellebrite Mobile Synchronization Ltd.
94 Em Hamoshavot Street, Petah Tikvah, 49130, Israel

Rights and Permissions

Organization Name: SHELOWITZ LAW GROUP PLLC
Name: Mitchell C. Shelowitz
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Telephone: (212)655-9384
Address: 2005 Merrick Road
Merrick, NY 11566 United States

Certification

Name: MITCHELL C. SHELOWITZ
Date: November 04, 2015
Applicant's Tracking Number: CELLEBRITE

Correspondence: Yes



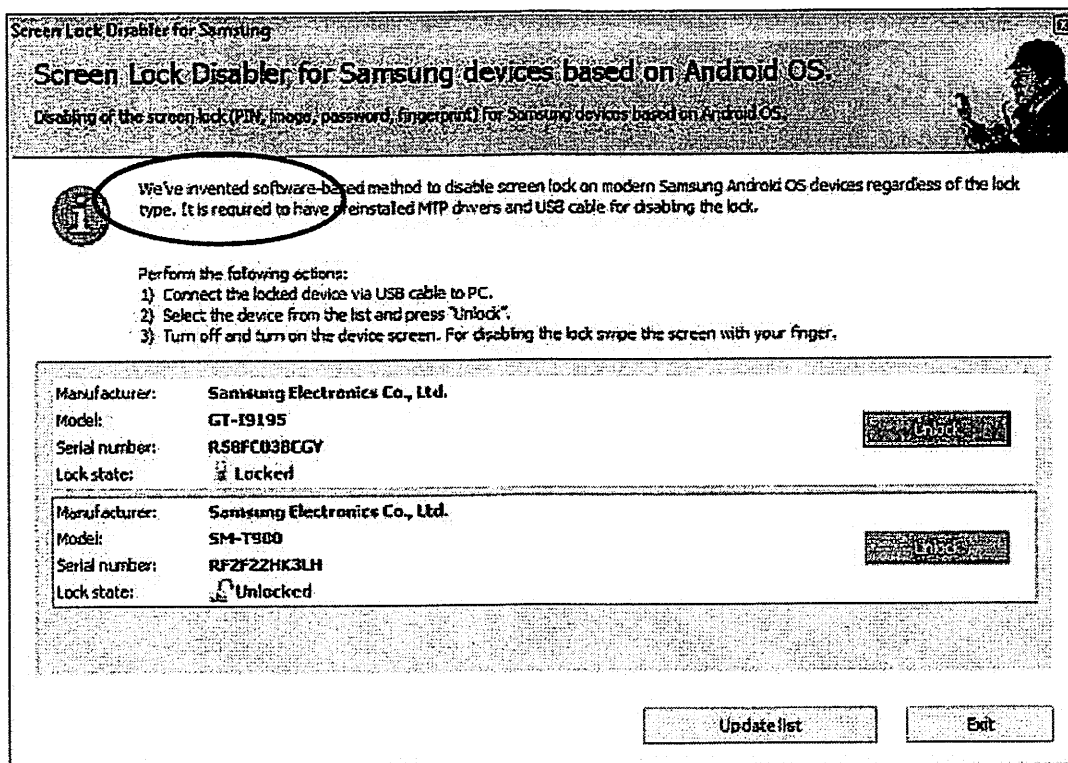
EXHIBIT D

Oxygen Forensic® Analyst



With locked devices being a top forensic problem we at Oxygen Forensics are doing our best to implement new methods to recover digital evidence even in the most challenging cases.

Today we are delighted to present our new utility – Screen Lock Disabler.



Screen Lock Disabler
Screen Lock Disabler allows to disable user lock code on Samsung devices based on Android OS and get access to the critical data. The procedure takes several minutes and requires no special knowledge or training. It is enough to have MTP driver and regular USB cable for disabling the lock.

EXHIBIT E

Screen Lock Disabler for LG devices based on Android OS.

Screen Lock Disabler for LG devices based on Android OS.

Disabling of the screen lock (PIN, image, password, fingerprint) for LG devices based on Android OS.



We've invented software-based method to disable screen lock on modern LG Android OS devices regardless of the lock type. This is required to have LG United Mobile Driver, LG device in Firmware Update mode and a regular USB cable.

- 1) Connect a USB cable to the PC. Do not attach it to the device.
- 2) Switch off the device. Hold VolUp button on the device and attach the USB cable to the device.
- 3) When Download message or LG logo appear on the screen (depends on the device model) release VolUp button.
- 4) Wait several seconds until the device is in Firmware Update mode. If it is not in the required mode please repeat the procedure from the beginning.

Manufacturer:	LG	
Model:	LG-H522Y	Unlocked
Serial number:	353647070118253	
Lock state:	Unlocked	

Manufacturer:	LG	
Model:	LG-H818	Unlocked
Serial number:	353647081818264	
Lock state:	Unlocked	

Update list

Exit

EXHIBIT F



September 14, 2015

MITCHELL C. SHELOWITZ
MANAGING PARTNER
mshelowitz@shelgroup.com
(212) 655-9384

Via Electronic Mail and Federal Express

Mr. Oleg Fedorov, CEO (adm@oxygensoftware.com)
Mr. Lee Reiber, COO (Lee.Reiber@oxygen-forensic.com)
Mr. Oleg Davydov (davydov@oxygensoftware.com)
Oxygen Forensics, Inc.
901 N. Pitt St, Suite 320
Alexandria, VA 22314

Oxygen Software
Nizhegorodskaya St. 32 Building 5
Moscow 109029
RUSSIAN FEDERATION

Re: **IMMEDIATE CEASE AND DESIST AND LITIGATION HOLD DEMAND**

Dear Messrs. Fedorov, Davydov, and Reiber:

We are intellectual property litigation counsel to Cellebrite Mobile Synchronization Ltd. and Cellebrite USA, Inc. (collectively, "**Cellebrite**"). This is a demand for the immediate suspension of use of the Oxygen Forensics "Screen Lock Disabler" feature (the "**Infringing Feature**") that you launched on August 30, 2015 per the announcement set forth in annexed **Exhibit A**, since the Infringing Feature is in fact comprised of Cellebrite intellectual property, which Oxygen Forensics has unlawfully misappropriated and infringed.

As you know, Cellebrite launched the UFED Touch/4PC and UFED Physical/Logical Analyzer version 4.2 in May 2015 ("**UFED 4.2**"). See Cellebrite's Release Notes set forth in annexed **Exhibit B**. UFED 4.2 contains a breakthrough method for disabling the user lock for certain Samsung Android devices (the "**SPR Lock Disabler**"). The SPR Lock Disabler is a cutting edge, innovative solution, which involved thousands of hours of research and development and significant financial and other investments for development by Cellebrite.

To be sure, your statement in the Oxygen Forensics announcement of September 8, 2015 (annexed hereto as **Exhibit C**) that "we've invented software-based method to disable screen lock on modern Samsung Android OS devices regardless of the lock type . . ." is manifestly untrue and constitutes false advertising under the Lanham Act, 15 U.S.C. § 1125(a) (the "**Lanham Act**").

SHELOWITZ LAW GROUP PLLC

275 SEVENTH AVENUE • 7TH FLOOR • NEW YORK, NEW YORK • 10001



September 14, 2015
Page 2

The software code comprising the SPR Lock Disabler is protected under the U.S. Copyright Act, 17 U.S.C. § 101 *et seq.* (the "**Copyright Act**") and the methodology underlying the SPR Lock Disabler is a trade secret as defined under the Virginia Uniform Trade Secrets Act ("**VUTSA**"), Va. Code § 59.1-336.

Our client's investigation of the Infringing Feature unequivocally demonstrates that Oxygen Forensics has unlawfully (i) used, copied, distributed, sold, and created derivative works from Cellebrite's copyrighted software code; and (ii) misappropriated Cellebrite's trade secrets in the SPR Lock Disabler by simply repackaging and renaming the SPR Lock Disabler as the Infringing Feature.

We further understand that Oxygen Forensics has used unauthorized and/or fraudulent customer credentials (including user names and passwords) -- and other improper means -- to acquire Cellebrite equipment and access Cellebrite's software and trade secrets from such equipment and Cellebrite's computer networks to obtain Cellebrite proprietary and confidential information. The foregoing activities constitute violations of the Computer Fraud and Abuse Act, 18 U.S.C. §1030, *et al.* (the "**CFAA**").

In engaging in such activities, Oxygen Forensics has also breached the terms and conditions of Cellebrite's End User License Agreement ("**EULA**"), which expressly prohibits copying, altering, translating, decompiling or attempting to derive the source code of the UFED Software, modifying or reverse engineering the UFED Software.

Please be further advised that by providing your customers with the Infringing Feature, you are causing them to violate the U.S. Copyright Act. The irony of Oxygen Forensics selling a product that contains stolen intellectual property to law enforcement agencies will not be lost on the forensics community or your customers.

Cellebrite has a zero tolerance policy against businesses that misappropriate Cellebrite's innovations. As you may recall, Cellebrite launched an intensive legal battle against Microsystemation AB and its U.S. subsidiary, MSAB, Inc., in the U.S. District Court for the Eastern District of Virginia in Alexandria, for intellectual property infringement and misappropriation based upon activities that are similar to the Oxygen Forensics conduct described herein. Copies of Cellebrite's press releases from that litigation are set forth in annexed **Exhibit D**.

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Cellebrite is prepared to commence similar legal action against Oxygen Forensics in the U.S. District Court for the Eastern District of Virginia in Alexandria – the Rocket Docket – the fastest court in the United States, which is well versed in technology infringement matters. This will include, but will not be limited to, seeking a temporary restraining order and preliminary injunction, and all available damages under the U.S. Copyright Act, VUTSA, the CFAA, the Lanham Act, and all other available causes of action, including attorneys fees. Such legal action will cost Oxygen Forensics millions of dollars in fees, expenses, and damages – in addition to reputational damage to your company for stealing Cellebrite’s intellectual property.

In pursuing the case, we will conduct depositions of your development and hacking teams, as well as of senior management. We will also obtain all of your correspondence, including developers’ notebooks, disassembly logs, your source code repository and source code, project development priority lists, and status reports. We have no doubt that the testimony and documentation of Oxygen Forensics personnel will support every element of our case.

If you wish to avoid becoming embroiled in a complex and costly litigation, that you will lose, then we demand that you confirm by return letter not later than September 17, 2015 (the “**Confirmation Deadline**”) that you have completed the following actions:

- (i) permanent removal of the Infringing Feature and all Cellebrite software code, trade secrets, algorithms, methods, strategies, tactics, intellectual property and any capability for disabling the screen lock on Samsung Android devices from all Oxygen Forensics products, such that all Internet downloads of the Oxygen Forensic products shall no longer contain any aspects or elements of the Cellebrite SPR Lock Disabler;
- (ii) permanent suspension of field support for the Infringing Feature;
- (iii) issuance of an interim Oxygen Forensics software update, which automatically and permanently removes the Infringing Feature from all Oxygen Forensics products;
- (iv) issuance of a notice in the form of your announcement set forth in Exhibit C instructing your customers that they should immediately cease any further use of the Infringing Feature;
- (v) permanent suspension of deliveries anywhere in the world of any form of media containing the Infringing Feature, including compact disks, flash memory, hardware products, or otherwise; and

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Page 4

(vi) permanent forbearance from (i) reverse engineering, copying, or misappropriating software code, trade secrets, algorithms, methods, strategies, tactics, and intellectual property of Cellebrite; (ii) using unauthorized customer credentials to access Cellebrite's computer networks.

If we do not receive the foregoing written confirmation by the Confirmation Deadline, then we intend to pursue the legal action described above.

Please be further advised that this letter constitutes a LITIGATION HOLD NOTICE and, therefore, Oxygen Forensics, its officers, directors, employees, agents and representatives of the parent company and all subsidiaries and affiliates are prohibited from deleting, destroying, or hiding any and all documents, electronic and paper files, software, website pages, and links, development logs and records, and emails, whether personal or corporate (on any server), instant messages, voicemail messages, and all documents and records relating in any way to the foregoing – whether in the United States or outside of the United States. Your failure to comply with this litigation hold notice may subject Oxygen, and its officers, directors, and employees, to sanctions and penalties for spoliation of evidence.

This letter is written without prejudice and with a full reservation of rights hereunder, none of which have been waived hereby.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mitchell C. Shelowitz", is written over a circular stamp or seal. The signature is fluid and somewhat stylized.

Mitchell C. Shelowitz

cc: Dmitri I. Dubograev, Esq.
Int'l Legal Counsels PC
901 N. Pitt Street, Suite 325
Alexandria, VA 22314
info@legal-counsels.com

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Exhibit A
Oxygen Website Announcement

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English ▾



Oxygen Forensics

- MAIN
- PRODUCTS
- EVENTS
- TRAINING
- COMPARE
- DOWNLOAD
- ORDER
- COMPANY

Screen Lock Disabler for Samsung Android OS devices released!

With locked devices being a top forensic problem we at Oxygen Forensics are doing our best to invent new methods to recover digital evidence even in the most challenging cases. Today we are delighted to present our new utility – Screen Lock Disabler.

Screen Lock Disabler allows to disable user lock code on Samsung devices based on Android OS and get access to the critical data. The procedure takes several minutes and requires no special knowledge or training. It is enough to have MTP driver and regular USB cable for disabling the lock

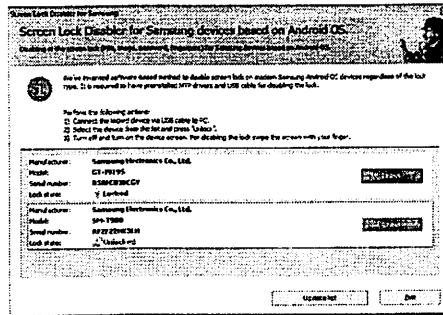
Where to find:

At the moment Screen Lock Disabler is available to all Analyst license users as a standalone application in the customer area.

How it works:

1. Download and install Screen Lock Disabler.
2. Connect locked device via USB cable to PC.
3. Select the device from the list and press Unlock button.
4. Turn off the device screen and then turn it on. Swipe the screen with your finger to disable the lock.
5. The screen lock will be disabled and you will get access to all the user data.

Stay tuned to smartphone forensics! Stay tuned to success with Oxygen Forensics, Inc!



UPCOMING EVENTS

- September 21-23, 2015 - User Certification Webinar

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CONTACT DETAILS

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 +1 (877) 969-9436

REQUEST SUPPORT

Contact us via online chat or helpdesk.

- Online chat
- Submit a ticket

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Connect with us via popular social media and networks.

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Exhibit B
Celebrite May Release Notes

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cellebrite
delivering mobile expertise

The logo for UFED Series, featuring the text "UFED Series" in a bold, sans-serif font. The "UFED" part is in a larger, bolder font than "Series". The text is white and set against a black, rounded rectangular background.

**UFED Touch/4PC and UFED
Physical/Logical Analyzer version 4.2
Release Notes**

May 2015



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Release highlights

Decoding

Apps support

New and updated applications for Android devices:

- ❖ 9 new apps: BeeTalk, ChatOn, Path, Nimbuzz, Tango, textPlus, Tumblr, UC Browser, and Whisper.
- ❖ 40 updated Android apps.
- ❖ Waze locations for Android devices – Location information is now decoded for Android devices and displayed as part of the device's locations.

New and updated applications for iOS devices:

- ❖ 10 new apps: BeeTalk, ChatOn, Nimbuzz, Path, Tango, textPlus, Threema, Tumblr, UC Browser, and Whisper.
- ❖ 63 updated iOS apps.

New and updated applications for Windows Phone devices:

- ❖ 9 new apps: Facebook, Facebook Messenger, Skype, Kik, Waze, Voxer, ooVoo, Odnoklassniki, and Whatsapp.

General

- ❖ Decryption of KeepSafe and WeChat applications.
- ❖ Decoding support for WhatsApp VOIP call logs on Android and iOS devices.
- ❖ New WhatsApp timestamps for iOS, Android and BlackBerry 10 devices. View the Read, Delivered and Played timestamps of outgoing WhatsApp message.
- ❖ Twitter group chat messages are now presented as part of Chats in the project tree.

Device support

- ❖ Physical extraction while bypassing lock, and decoding from 58 LG Android devices, including:
LG GSM LG-H810 G4, LG-H811 G4, LG-D850 G3, LG-F300K Optimus Vu III, LG-F350S G Pro 2
LG CDMA LG-VS985 G3, LG-VS415PP Optimus Zone 2, LS995 G Flex, LS660 Tribute 4G

Note: Support for LG Android devices that were released with Android version 4.2.x and above.

- ❖ Disable user lock for 57 LG Android devices including:
LG GSM LG-H810 G4, LG-H811 G4, LG-D850 G3, LG-F300K Optimus Vu III, LG-F350S G Pro 2
LG CDMA LG-VS985 G3, LG-VS415PP Optimus Zone 2, LS995 G Flex, LS660 Tribute 4G

Note: Support for LG Android devices that were released with Android version 4.2.x and above.



- ❖ Disable user lock for 159 Samsung Android devices (using SPR and SPM methods), including:
Samsung GSM SM-G900F Galaxy S5, SM-G9009D GALAXY S5, SM-G800A Galaxy S5 Mini, GT-S7582 Galaxy S Duos 2, GT-i9506 Galaxy S4, SHV-E300K Galaxy S4, GT-I9192 Galaxy S4 Mini Duos, GT-S7560 Galaxy Trend, SCH-P709E Galaxy Mega Plus, SHV-E300K Galaxy S4, SM-N910A Galaxy Note 4, SM-N900 Galaxy Note 3
Samsung CDMA SCH-I535 Galaxy S III
Samsung Tablet SM-T330NU Galaxy Tab 4 8.0

Note: Supported for selected models, depending on the device's firmware version. Not all firmware versions are supported.

- ❖ Decryption of encrypted physical extractions from Android devices 4.2 and below, with a known password. This includes generic Android and Samsung devices.
- ❖ File system extraction and decryption of BlackBerry 10.x Backup with known BlackBerry ID credentials. Retrieve the key via BlackBerry backup server and decrypt the backup file.
- ❖ Decoding of BlackBerry 10 device information. Username, device model, PIN, IMEI, device name etc.
- ❖ Decoding of Windows Phone device information – IMEI, IMSI, MEID, mobile operator ID, country, Mac address, OS version etc.
- ❖ Physical extraction and decoding for BB5 RAPUv21 family: Asha 300 (RM-781), Asha 302 (RM-813), Asha 311 (RM-714), 700 Benji (RM-670), and 701 (RM-675).
- ❖ JTAG decoding for Samsung SPH-M270 devices.
- ❖ Data decoding from additional UMX devices: MXC-450, MXC-560, MXC-570, MXC-628, MXE-635a.
- ❖ Data decoding from additional Samsung E1200 series.
- ❖ Decoding of EnCase iTunes backup extractions.

For more information on decoding capabilities, see [UFED PHYSICAL/LOGICAL ANALYZER – DECODING](#) (page 7).

Functionality

- ❖ **Offline maps** – View extracted locations using offline maps even without an Internet connection. The locations are presented with an icon displaying the location type. The maps function is free of charge. The maps package installation is required and it is available to UFED Physical/Logical Analyzer users with a valid license.
- ❖ **View event information per location on the map** – Zoom in for locations on the map and view related events on the right pane. Map view for all location types under device locations.

Data file improvements

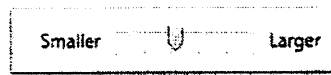
- ❖ **Filtering of attachments** – Enhanced ability to view and filter attachments within data files, locate the associated attachment event and view its metadata and location information on the right pane.



- ❖ **Right pane for data files** – View the file, its metadata and location information on the right pane.

- ❖ **Video Thumbnails** – View a frame of all video files in video table view. To view the video, you can double-click on the video or play it from the right pane.

- ❖ **Control images thumbnails** – You can now control the size of image thumbnail in thumbnail view.



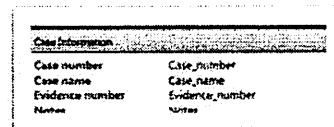
- ❖ **Sort unknown file formats** – All unknown file formats or undefined file extensions will be displayed in the Uncategorized node in the tree.

- ❖ **Link between analyzed data, timeline and locations** – Easily jump from an event in any of the analyzed data tables, to its place in the timeline table, and from location information to its source event or timeline.

- ❖ **Timeline improvements** – Indication and filtering of location and attachments per data entry in the timeline view.

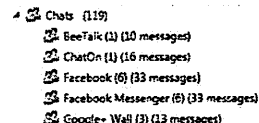
- ❖ **Export account package** – UFED Physical Analyzer can extract user account information (account package), which can then be imported into UFED Cloud Analyzer.

- ❖ **Case Information** – Case information settings are saved with the project or set when generating reports. You can now view case information extracted from UFDR reports in the “Extraction Summary” page.



- ❖ **Create bookmarks for multiple items** – An entity bookmark is a quick reference pointer that you can create for individual items. Now enhanced with the ability to create, delete or remove multiple bookmarks.

- ❖ **Number of chat messages in the project tree** – View the number of messages per chat in the project tree



- ❖ **Traditional Chinese support** – New interface language for Traditional Chinese.





- ❖ **Enable/disable daylight saving time** – Ability to enable/disable the daylight saving time adjustment.



- ❖ **Application usage enhancements** – View Last Launch time stamp (indication of the latest usage time of the application) and Last Usage Duration (duration of application usage) as part of application usage data under Analyzed data.

Package Name	Launches	Activation	Active Time	Background Time	Date	Last Launch	Last Usage Duration
android.intent.action.MAIN	12	0				25-01-2015 09:03:57(UTC-0)	00:03:19.718000
android	112	0				25-01-2015 12:53:57(UTC-0)	00:00:02.369000
Any do Task List & To-do List	54	0				22-01-2015 14:44:25(UTC-0)	00:02:48.479000

- ❖ **Decoding of unsorted block image file system for Android devices** – As part of the physical decoding process, the user data partition in a new flash file system (UBIFS) is now decoded.

- ❖ **Tethering ID decoding for Android devices** – View the decoded Tethering ID and password under Device info.



- ❖ **Extract IPs of VoIP calls oriented applications for Android and iOS devices** – View the IPs used for calls as part of the device information and call log model view. In the reports output, the IP will be displayed in the Parties column.

- ❖ **Installed applications enhancements for Android and Windows Phone devices** – View the version number of installed Android applications.

- ❖ **Product name indication for iOS devices** – You can view the product name, in addition to product type information under Device info.



- ❖ **Wireless networks for Windows Phone 8 devices** – Wireless information is now located in Wireless Networks under Analyzed data.

- ❖ **New files suffix (Data files settings)** - Audio: .amr, .ogg; Video: .caf, .mp4; Configuration: .conf, and .config

For more information on functionality, see UFED PHYSICAL/LOGICAL ANALYZER – FUNCTIONALITY (page 11).



Reporting

- ❖ **UFED Reader application when generating UFDR** – Easily share UFDR reports with authorized persons using the UFED Reader. You can now include the UFED Reader executable within the report output folder.
- ❖ **Entity bookmark table includes bookmark and item information** – In all report formats, the entity bookmark section now includes the bookmark itself and also the related item/record.
- ❖ **Locations info of chat messages in UI reports** – You can view the number of locations per chat and also export location data for chat messages in all report formats.

Python API

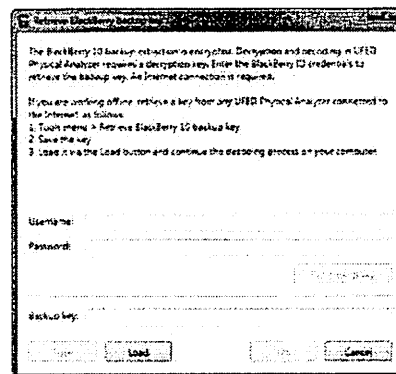
- ❖ Improved Python API documentation by providing more information on the SQLite parser. Learn how to access and read the tables and their content for SQLite databases, including the sample codes for several applications.

UFED Physical/Logical Analyzer – Decoding

- ❖ **Decryption of encrypted physical extractions from Android devices 4.2 and below with a known password** - the raw extraction is encrypted by default. You have the option to encrypt the devices (encryption is enabled by default). Cellebrite has the ability to decrypt encrypted extractions, remove the encryption and decode the data from the mobile device.
- ❖ **Extraction and decryption of BlackBerry 10 Backup with known BlackBerry ID credentials** – The ability to extract backup data of BlackBerry devices as part of file system extraction. Via UFED Physical Analyzer, retrieve a known BlackBerry ID credentials and decrypt the backup data from BlackBerry devices.

How to use: Open a file system extraction of a BlackBerry 10 device, during the decoding process, a window is displayed:

Enter the BlackBerry ID credentials and select **Get Backup key** (to retrieve a key, an Internet connection is required). You can save the key for future usage by selecting the **Save** button. If an Internet connection is not available, you can retrieve a key on any instance of Physical Analyzer connected to the Internet. Go to **Tools** and select **Retrieve BlackBerry 10 Backup Key**. Enter the BlackBerry ID credentials and select **Get Backup key**. Click **Save** and load the key from the UFED Physical Analyzer disconnected from the network to continue with the decoding process.





New and updated apps for Android devices

9 New Android apps

- **BeeTalk** - Decoding of Chats, Contacts and User Accounts
- **ChatOn** - Decoding of Chats, Contacts and User Accounts
- **Nimbuzz** - Decoding of Contacts
- **Path** - Decoding of Contacts, Instant Messages and User Accounts
- **Tango** - Decoding of Chats, Contacts and User Accounts
- **textPlus** - Decoding of Chats, Contacts and User Accounts
- **Tumblr** - Decoding of Chats, Contacts and User Accounts
- **UC Browser** - Decoding of Bookmarks and Web History
- **Whisper** - Decoding of Chats, Contacts and User Accounts

40 Updated Android apps

Any.DO 3.0.3, 3.1.5, 3.2.5, 3.2.6; Badoo 2.53.7, 2.55.8, 2.56.9, 4.0.4; BBM 2.6.0.30, 2.7.0.23;
Chrome 39.0.2171.59, 39.0.2171.93, 40.0.2214.109, 41.0.2272.96;
Dropbox 2.4.6.8, 2.4.7.14, 2.4.7.18, 2.4.9.00; Evernote 6.2, 6.3.2.2, 6.3.3.1, 7.0.1;
Facebook 22.0.0.15.13, 24.0.0.30.15, 26.0.0.22.16, 29.0.0.23.13;
Facebook Messenger 17.0.0.16.14, 18.0.0.27.14, 24.0.0.17.13; Firefox 33.1, 34.0.1, 35.0.1;
Gmail 5.0, 5.0.1; Google Maps 9.1.0, 9.2.0, 9.3.0, 9.6.0;
Google+ 4.7.1.79583515, 4.8.0.81189390, 4.9.0.84567213, 5.1.1.88991728;
Hangouts 2.5.81636427, 2.5.83281670, 3.0.87531466; ICQ 5.8, 5.11, 5.12;
Instagram 6.10.1, 6.12.1, 6.14.1, 6.18.0; KakaoTalk 4.6.9, 4.7.1, 4.7.6, 4.8.0;
Kik Messenger 7.8.1.141, 7.9.0.1.143, 7.10.1.176, 8.1.0.4; LINE 4.7.1, 4.9.1, 4.9.2, 5.0.4;
LinkedIn 3.4.4, 3.4.5, 3.4.7; Mail.Ru 2.5.0.8258, 2.5.2.8498, 2.5.3.8500, 3.0.1.9598;
mypeople 4.8.3, 4.8.4; Navfree 2.3.68; Odnoklassniki 4.1.4, 4.1.5; ooVoo 2.2.5, 2.2.6, 2.2.8, 2.3.1;
Opera Mini 7.6.2, 7.6.3, 7.6.4; Opera Mobile 26.0.1656.87080, 27.0.1698.88647;
QQ 5.2.1, 5.3.1, 5.4.1; Skype 5.1.0.56619, 5.1.0.58677, 5.2.0.61097, 5.2.0.62296;
Snapchat 8.0.0, 8.1.2, 9.1.0.0, 9.4.1.0; Sygic 14.6.8, 14.7.4, 14.7.7;
Telegram Messenger 2.0.5, 2.3.2, 2.4.1, 2.6.1; TigerText 5.0.119, 5.0.121; Truecaller 4.5.1, 5.0.1, 5.1;
Twitter 5.35.0, 5.40.0, 5.45.0; Viber 5.1.1.42, 5.2.1.36; V Kontakte 3.9.1, 3.10.1;
Voxer 2.2.3.014121, 2.4.1.014238, 2.4.5.014299; Waze 3.9.3.0; WeChat 6.0.0.68, 6.0.2, 6.1.0.65;
WhatsApp 2.11.476, 2.11.505, 2.12.5; Yahoo Mail 4.8.4



New and updated apps for iOS devices

10 new iOS apps

- **BeeTalk** - Decoding of Chats, Contacts and User Accounts
- **ChatOn** - Decoding of Chats, Contacts and User Accounts
- **Nimbuzz** - Decoding of Contacts
- **Path** - Decoding of Contacts, Instant Messages and User Accounts
- **Tango** - Decoding of Chats, Contacts and User Accounts
- **textPlus** - Decoding of Chats, Contacts and User Accounts
- **Threema** - Decoding of Chats, Contacts and User Accounts
- **Tumblr** - Decoding of User Accounts
- **UC Browser** - Decoding of Bookmarks and Web History
- **Whisper** - Decoding of Chats, Contacts and User Accounts

63 updated iOS apps

iOS 7x updated apps:

Any.DO 2.02, 2.1.3, 2.3.0; Badoo 3.15.1, 3.17.0, 3.19.0; BBM 2.7.0.69; Chrome 39.0.2171.50, 40.0.2214.69; Dropbox 3.8; Evernote 7.6.3, 7.6.4, 7.6.6; Facebook 21, 23.1, 27; Facebook Messenger 18, 19.1, 23.1; Foursquare 8.5.1, 8.9.1; Gmail 4; Google Maps 4.1.1, 4.8.3; Google+ 4.7.4.46151, 4.8.0.48043, 4.8.3; Hangouts 2.6.0, 3.1.0; HeyTell 3.2.5; Instagram 6.4.1, 6.5.3, 6.8.0; KakaoTalk 4.4.0, 4.5.2, 4.6.1; KeepSafe 5.3.3, 5.3.6; Kik Messenger 7.9.0, 7.10.1; LINE 4.9.0, 4.9.2, 5.0.2; LinkedIn 8.3, 8.4, 8.6; Mail.Ru 4.3.2; mysms 4.3.3; Odnoklassniki 4.4.2, 5.0.1, 5.1, 5.2; ooVoo 2.2.7, 2.2.8, 2.2.9, 2.3.1; Opera Mini 9.0.0, 9.1.0, 9.2.0, 10.0.0; QQ 5.3.0.319, 5.4; Skype 5.8.0.5.516, 5.11; Snapchat 8.0.1, 8.1.1, 9.1.1, 9.4.0; Telegram Messenger 2.6, 2.7.2, 2.8, 2.9, 2.11; TextNow 5.2.3; TrueCaller 4.48, 5.1; Twitter 6.18, 6.21, 6.24.5; 5.7.6; Viber 5.2.1, 5.2.2; Vkontakte 2.2; Voxer 3.5.5.4132; Waze 3.9.2; WeChat 6.0.1, 6.0.2, 6.1.1, 6.1.3; WhatsApp 2.11.16; Wickr 2.3.4, 2.4.0; Yahoo Mail 3.2.10, 3.2.12, 3.2.14, 3.2.16

iOS 8x updated apps:

Any.DO 1.19.0, 2.1.0, 2.1.3, 2.2.0; Badoo 3.13.2, 3.14.1, 3.16.2; BBM 2.6.1.31, 2.5.0.26; Chrome 40.0.2214.73; Evernote 7.6.3, 7.6.5; Garmin Connect 2.11; Instagram 6.1.4, 6.2.2, 6.4.1, 6.6.1; KakaoTalk 4.4.1, 4.5.6; Kik Messenger 7.9.0, 7.10.1; LINE 4.9.0, 5.0.0; LinkedIn 8.3, 8.4; Nimbuzz 3.7.0, 4.0.0; Odnoklassniki 5.1.1; ooVoo 2.2.8; Opera Mini 9.1.0; Skype 5.9, 5.10.0.371; Snapchat 8.1.1, 9.2.0; vBrowse 4.0; Viber 5.2.1, 5.2.2; Vkontakte 2.2; Waze 3.9.1, 3.9.2; WeChat 6.1, 6.1.1; WhatsApp 2.11.14, 2.11.15.348;



New and updated apps for Windows Phone devices

9 new Windows Phone apps

- **Facebook** - Decoding of Contacts and User Accounts.
- **Facebook messenger**- Decoding of Chats, Contacts and Locations.
- **Kik**- Decoding of Chats, Contacts, Passwords, and User Accounts.
- **Odnoklassniki** - Decoding of Chats, Contacts and User Accounts.
- **OoVoo**- Decoding of Calls, Chats, Contacts, and User Accounts.
- **Skype**- Decoding of Calls, Chats, Contacts, SMSs, and User Accounts.
- **Voxer**- Decoding of Chats, Contacts, Locations, and User Accounts
- **Waze** - Decoding of Locations and User Accounts.
- **Whatsapp** - Decoding of Chats, Contacts, Locations, and User Accounts.



UFED Physical/Logical Analyzer – Functionality

- ❖ **Offline maps** – View locations on maps view even when an Internet connection is not available. You can choose to use online or offline maps when accessing the device location under Analyzed data. To change the default view, go to **Settings > General settings > Map** section and select the desired maps view (online or offline).

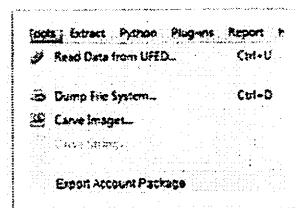
To download the offline maps package: Login to MyCellebrite, then from the Download page, download the relevant Offline Maps Package (~40 GB).

To install the offline maps package: In UFED Physical/Logical Analyzer, go to **Tools**, and select **Install Offline Maps Package**. In the installation window, load the Offline Maps Package. The loading process takes some time to complete. The offline maps are installed and ready.

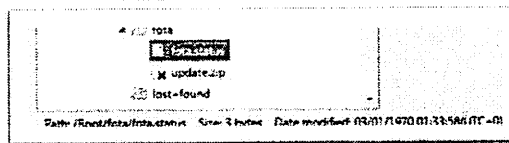
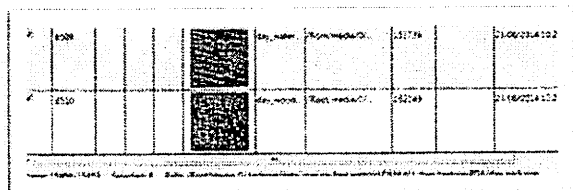
Note: The offline maps feature uses a light Windows service that opens and listens to TCP port 3000. To use this feature, you need to select the **Install offline maps service** check box during the UFED Physical/Logical Analyzer installation process.

- ❖ **Indication and filtering of attachments** – Files (images, videos, audio, text, etc.) that were identified during the data analysis process are presented in the project tree under the Data Files category. You can now view and filter attachments within data files, locate the associated attachment event and view its metadata and location information on the right pane.

- ❖ **Export account package** – An account package is an export file that contains user account information. The account package can be imported into UFED Cloud Analyzer.



- ❖ **Status bar** – You can now view additional information in the status bar located below the file table, models table and thumbnail views. For example, the number of items presented, number of selected items and file path.



- ❖ **Access previous searches** – Your recent search activity, including “All projects search” and “table search” are now saved (up to 20), until you close the application.



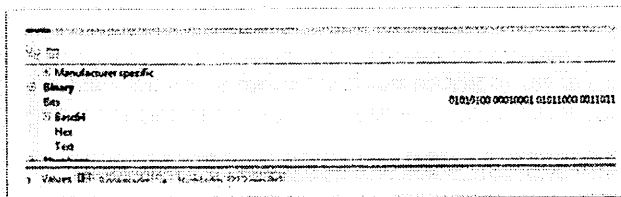


- ❖ **Maps and content presentation enhancements** – Zoom in for locations on the map view and view related event details on the right pane. View map view for all location types under Device locations.
- ❖ **Create bookmarks for multiple items** – An entity bookmark is a quick reference pointer that you can create for individual items. Now enhanced with the ability to create a single bookmark for multiple items. You can also delete/remove bookmark for multiple items.

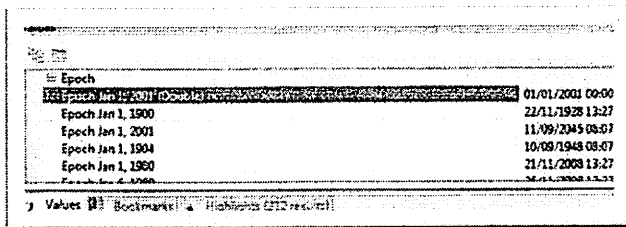
To create a new bookmark for multiple items – Select the items you want to bookmark, click the bookmark icon, complete the bookmark information and click OK. The bookmarked items records are marked with a bookmark icon.

To delete a bookmark from multiple items: Select multiple items in the table, click **Delete bookmark**.

- ❖ **Hex View enhancements:**
 - The value base64 was added to values in Hex view (under Binary).



- The value "Epoch Jan 1, 2001 (Double)" was added to values in Hex view (under Epoch) and also to the search options. This is a common representation of timestamps in iOS devices.





Forensic methods

Forensic methods	New	Total
Logical extraction	191	7021
Physical extraction*	304	3447
File system extraction	331	3079
Extract/disable user lock	250	2008
Total	1076	15555

*Including GPS devices

Supported devices

191 new devices supported for logical extraction

304 new devices supported for physical extraction

106 new devices supported for physical bypass

331 new devices supported for file system extraction

Solved issues

- ❖ Fix for physical and file system extractions of Samsung Gusto 3 SM-B311V
- ❖ Fix for physical extraction of Samsung E1200R
- ❖ Decoding WhatsApp attachments for Android devices. When available, large images are now displayed instead of small thumbnails.

Known limitations

- ❖ Due to the in-depth decoding process, it may take additional time to open iOS extractions.

Exhibit C
Oxygen September 8th Blast

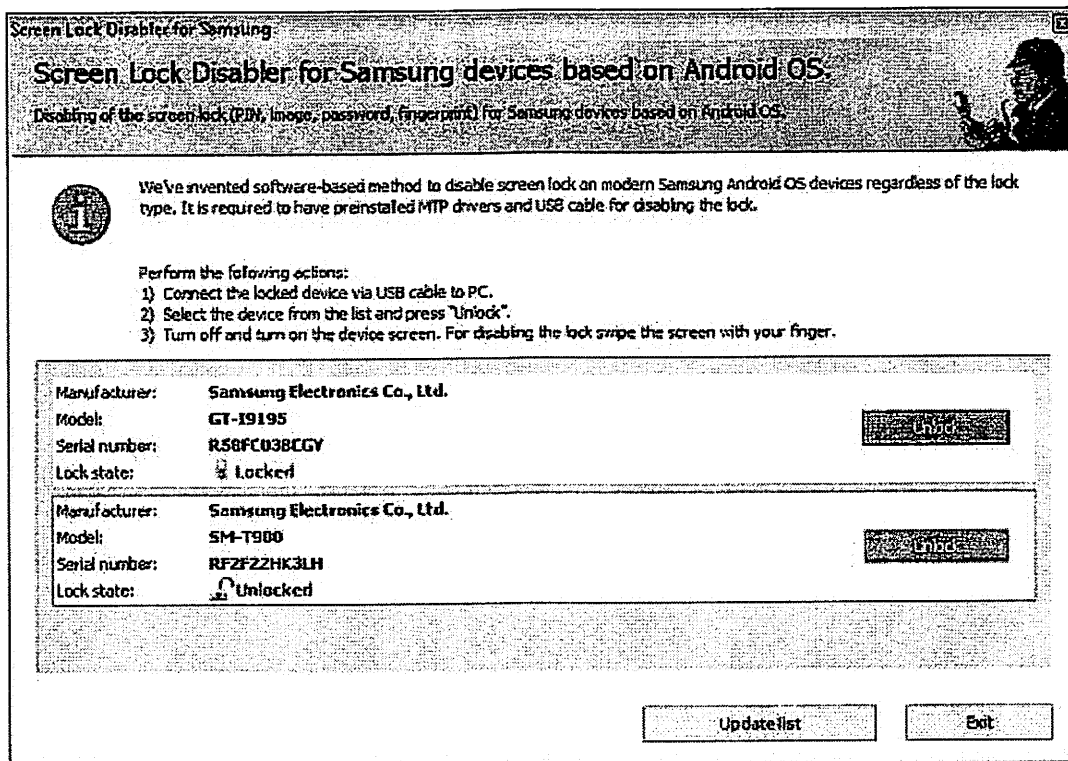
SHELOWITZ LAW GROUP PLLC

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Oxygen Forensic® Analyst



With locked devices being a top forensic problem we at Oxygen Forensics are doing our best to implement new methods to recover digital evidence even in the most challenging cases. Today we are delighted to present our new utility – Screen Lock Disabler.



Screen Lock Disabler allows to disable user lock code on Samsung devices based on Android OS and get access to the critical data. The procedure takes several minutes and requires no special knowledge or training. It is enough to have MTP driver and regular USB cable for disabling the lock.

Where **to** **find:**
At the moment Screen Lock Disabler is available to all Analyst license users as a standalone application in the customer area.

How it works:

- Download and install Screen Lock Disabler.
- Connect locked device via USB cable to PC.
- Select the device from the list and press Unlock button.
- Turn off the device screen and then turn it on. Swipe the screen with your finger to disable the lock.
- The screen lock will be disabled and you will get access to all the user data.

Stay tuned to smartphone forensics!
Stay tuned to success with Oxygen Forensics, Inc!



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Email

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Our e-mail address:

support@oxygen-forensic.com

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Exhibit D
Cellebrite v. MSAB Press Releases

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Corporativo

Ingreso de clientes

Español

Buscar...



Comercios de telefonía móvil

Análisis forense de dispositivos móviles



Home > Corporativo > Noticias y eventos > Forensic Press Releases > Cellebrite Files Intellectual...

Cellebrite Files Intellectual Property Infringement and Trade Secret Misappropriation Lawsuit Against Micro Systemation AB and MSAB, Inc.

Escrito por Cellebrite.com

Complaint Alleges Micro Systemation's Unlawful Copying and Integration of Cellebrite Intellectual Property in Micro Systemation's Products

Petah Tikvah, IL and Glen Rock, NJ— September 4, 2013 – Cellebrite, the leading provider of mobile forensic solutions, today announced that it has filed a copyright infringement, misappropriation of trade secrets, trademark infringement, and unfair competition action against Micro Systemation AB, a Swedish company, and its wholly owned subsidiary, MSAB, Inc. (collectively, "Micro Systemation"), in the U.S. District Court for the Eastern District of Virginia.

The Complaint alleges, among other things, that Micro Systemation unlawfully extracted Cellebrite's copyrighted software and trade secrets from Cellebrite's UFED products, reverse engineered, modified, and then integrated Cellebrite's copyrighted software and trade secrets directly into Micro Systemation's XRY software.

"We have made significant investments in developing our cutting edge technology solutions," said Ron Serber, Co-Chief Executive Officer at Cellebrite. "We had no alternative but to take legal action to protect our intellectual property so we can continue to invest in the innovation required to serve the needs of the mobile forensic community going forward."

The discovery phase in the case has commenced and a pre-trial conference is scheduled for September 18, 2013 at 11:00 am.

About Cellebrite

Founded in 1999, Cellebrite is a global company known for its technological breakthroughs in the cellular industry. A world leader and authority in mobile data technology, Cellebrite established its mobile forensics division in 2007, with the Universal Forensic Extraction Device (UFED). Cellebrite's UFED Series solutions enable the bit-by-bit extraction and in-depth analysis of data from thousands of mobile devices, including feature phones, smartphones, portable GPS devices, tablets and phones manufactured with Chinese chipsets.

Cellebrite's UFED Series is the prime choice of forensic specialists in law enforcement, military, intelligence, corporate security and e-discovery agencies in more than 60 countries.

Cellebrite is a wholly-owned subsidiary of the Sun Corporation, a listed Japanese company (6736/JQ).

© 2014 Cellebrite Mobile Synchronization LTD. All rights reserved

[Privacy Statement](#)

[Copyright](#)

CORPORATE	NORTH AMERICA	CENTRAL EUROPE	APAC	LATAM	UK
Cellebrite Ltd. 94 Derech Em Hamoshavot St. Petah Tikva 49130, P.O.B 3925 Israel Tel. +972 3 926 0900 Fax. +972 3 924 7104	Cellebrite Inc. 7 Campus Drive, Suite 210 Parsippany, NJ 07054 USA Tel. +1 201 848 8552 Fax. +1 201 848 9982	Cellebrite GmbH Am Hoppenhof 32a 33104 Paderborn Germany Tel. +49 52 51 54 64 90 Fax. +49 52 51 54 64 9 49	Cellebrite PTE Ltd 152 Beach Road #19-06/08 Gateway East Singapore 189721 Tel. +65 6438 6240 Fax. +65 6438 6280	Cellebrite Ltda. Rua Quintana, 887 3º andar c/pto 31, 04569-011 Brooklin, São Paulo, Brazil Tel. +55 11 5505-3803	Cellebrite Lin 68 Lombard St EC3V 9LJ United Kingdom Tel. +44 207

Court Grants Cellebrite's Motion to Add Claims to Lawsuit Against Micro Systemation AB and MSAB, Inc.

Amendment Asserts that MSAB Unlawfully Copied Cellebrite's Physical Extraction Solution for Android Samsung Devices



cellebrite
delivering mobile expertise

Cellebrite logo. (PRNewsFoto/Cellebrite)



PETAH TIKVAH, Israel and GLEN ROCK, N.J., Dec. 11, 2013 /PRNewswire/ -- The U.S. District Court for the Eastern District of Virginia has granted Cellebrite's motion to amend the Complaint, and the Complaint has been amended to assert claims against Micro Systemation AB and its U.S. subsidiary MSAB, Inc., for misappropriation of Cellebrite's trade secrets for copying Cellebrite's breakthrough solution for physical

extraction of Samsung Android devices, to supplement Cellebrite's existing claims for copyright infringement and trade secret misappropriation by Micro Systemation AB and MSAB, Inc., of Cellebrite's Samsung physical extraction solutions and BlackBerry physical extraction solution.

(Logo: <http://photos.prnewswire.com/prnh/20130604/NY25511LOGO-a>
(<http://photos.prnewswire.com/prnh/20130604/NY25511LOGO-a>))

Cellebrite has also added a claim against Micro Systemation AB and MSAB, Inc. for violating the Computer Fraud and Abuse Act by repeatedly accessing Cellebrite's US servers to download Cellebrite software in Sweden and the U.S. without authorization.

About Cellebrite

Founded in 1999, Cellebrite is a global company known for its technological breakthroughs in the cellular industry. A world leader and authority in mobile data technology, Cellebrite established its mobile forensics division in 2007, with the Universal Forensic Extraction Device (UFED). Cellebrite's UFED Series solutions enable the bit-by-bit extraction and in-depth analysis of data from thousands of mobile devices, including feature phones, smartphones, portable GPS devices, tablets and phones manufactured with Chinese chipsets.

Cellebrite's UFED Series is the prime choice of forensic specialists in law enforcement, military, intelligence, corporate security and e-discovery agencies in more than 60 countries.

Cellebrite is a wholly-owned subsidiary of the Sun Corporation, a listed Japanese company (6736/JQ).

SOURCE Cellebrite



September 24, 2015

Dear Customer:

The following is the proof-of-delivery for tracking number **781337914102**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	..KAMINA2	Delivery location:	MOSCOW, MC
Service type:	FedEx International Priority	Delivery date:	Sep 18, 2015 10:10
Special Handling:	Deliver Weekday		

NO SIGNATURE REQUIRED

Proof-of-delivery details appear below; however, no signature is available for this FedEx Express shipment because a signature was not required.

Shipping Information:

Tracking number:	781337914102	Ship date:	Sep 15, 2015
		Weight:	0.4 lbs/0.2 kg

Recipient:
MOSCOW, MC RU

Shipper:
NEW YORK, NY US

Thank you for choosing FedEx.



September 24,2015

Dear Customer:

The following is the proof-of-delivery for tracking number **781337868187**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	.BORDINA	Delivery location:	Alexandria, VA
Service type:	FedEx Priority Overnight	Delivery date:	Sep 16, 2015 09:20
Special Handling:	Deliver Weekday		

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:	781337868187	Ship date:	Sep 15, 2015
		Weight:	0.5 lbs/0.2 kg

Recipient:
Alexandria, VA US

Shipper:
New york, NY US

Thank you for choosing FedEx.

Mitch Shelowitz

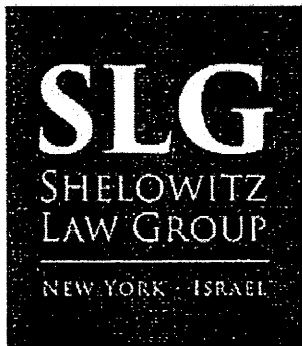
From: Mitch Shelowitz
Sent: Monday, September 14, 2015 11:17 PM
To: 'adm@oxygensoftware.com'; 'Lee.Reiber@oxygen-forensic.com';
'davydov@oxygensoftware.com'
Cc: 'info@legal-counsels.com'
Subject: CEASE AND DESIST AND LITIGATION HOLD NOTICE
Attachments: Oxygen Forensics Cease and Desist Letter (FINAL 9 14 15).pdf

Gentlemen:

We represent Cellebrite Mobile Synchronization and Cellebrite USA, Inc. Please see the attached Cease and Desist Letter and Litigation Hold Notice.

Sincerely,

Mitchell C. Shelowitz



MITCHELL C. SHELOWITZ
MANAGING PARTNER
NY TEL: 212-655-9384
IL TEL: 054-661-1684
FAX: 212-537-0249
EMAIL: MSHELOWITZ@SHELGROUP.COM
WEB: WWW.SHELGROUP.COM
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EXHIBIT G

Mitch Shelowitz

From: Leo Gureff <lg@legal-counsels.com>
Sent: Wednesday, September 23, 2015 12:04 AM
To: Mitch Shelowitz
Cc: 'Dmitri Dubograev'; 'Assistant'
Subject: RE: CEASE AND DESIST AND LITIGATION HOLD NOTICE
Attachments: Oxygen_Response to Cellebrite_AS.PDF

Dear Mr. Shelowitz,

Please see the attached response to your letter in the above-referenced matter. A hard copy of the attached communication will also be sent to you via FedEx.

In response to your inquiry regarding representation by this firm of Russian company Oxygen Software, please be advised that at this time this firm does not represent Oxygen Software in this matter.

Best regards,

Leo V. Gureff, Esq.*
femida.us
901 N. Pitt Street, Suite 325
Alexandria, VA 22314
phone: 202.835.0966
703.739.9111
fax: 202.318.0723
lg@legal-counsels.com
www.legal-counsels.com
www.femida.us

*Admitted in DC and NY only

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=====

From: Mitch Shelowitz [mailto:mitch@shelgroup.com]
Sent: Thursday, September 17, 2015 12:02 PM
To: Leo Gureff
Cc: 'Dmitri Dubograev'
Subject: RE: CEASE AND DESIST AND LITIGATION HOLD NOTICE

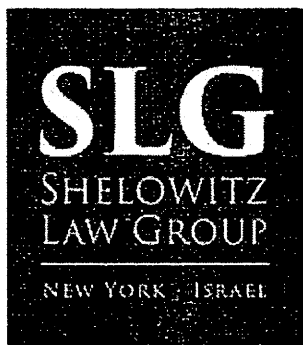
Dear Mr. Gureff:

We are in receipt of your email. Please advise whether your firm also represents the Russian parent company of Oxygen Forensics, Inc.

We intend to commence the actions described in our Cease and Desist letter of September 14, 2015 if we do not receive a substantive response by 5:00 pm on Tuesday, September 22, 2015.

Very truly yours,

Mitchell C. Shelowitz



MITCHELL C. SHELOWITZ
MANAGING PARTNER
NY TEL: 212-655-9384
IL TEL: 054-661-1684
FAX: 212-537-0249
EMAIL: MITCH@SHELGROUP.COM
WEB: WWW.SHELGROUP.COM
TWITTER: @MITCHSHELOWITZ

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From: Leo Gureff [<mailto:lg@legal-counsels.com>]
Sent: Wednesday, September 16, 2015 12:34 AM
To: Mitch Shelowitz <mitch@shelgroup.com>
Cc: 'Dmitri Dubograev' <dubograev@legal-counsels.com>
Subject: RE: CEASE AND DESIST AND LITIGATION HOLD NOTICE

Dear Mr. Shelowitz,

This firm represent Oxygen Forensics, Inc., and we are in receipt of your letter dated September 14, 2015. We are internally reviewing the allegations set forth in your letter. Due to extensive and surprising nature of your claims, it will take us a few days to gather the pertinent facts. Accordingly, we will provide substantive response by mid-next week. Please direct future correspondence and communications regarding this matter to my attention.

Sincerely,

Leo V. Gureff, Esq.*
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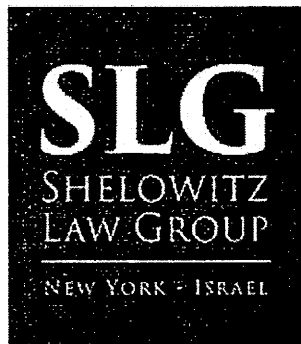
From: Mitch Shelowitz <mitch@shelgroup.com>
Date: September 14, 2015 at 4:17 PM
To: "adm@oxygensoftware.com" <adm@oxygensoftware.com>, "Lee.Reiber@oxygen-forensic.com" <Lee.Reiber@oxygen-forensic.com>, "davydov@oxygensoftware.com" <davydov@oxygensoftware.com>
CC: "info@legal-counsels.com" <info@legal-counsels.com>
Subject: CEASE AND DESIST AND LITIGATION HOLD NOTICE

Gentlemen:

We represent Cellebrite Mobile Synchronization and Cellebrite USA, Inc. Please see the attached Cease and Desist Letter and Litigation Hold Notice.

Sincerely,

Mitchell C. Shelowitz



MITCHELL C. SHELOWITZ
MANAGING PARTNER
NY TEL: 212-655-9384
IL TEL: 054-661-1684
FAX: 212-537-0249
EMAIL: MSHELOWITZ@SHELGROUP.COM

WEB: WWW.SHELGROUP.COM

TWITTER: @MITCHSHELOWITZ

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phone: 1.703.739.9111 • fax: 1.202.318.0723 • www.femida.us
e-mail: info@femida.us

Leo V. Goldstein-Gureff
lg@legal-counsels.com

September 22, 2015

(transmitted via FedEx and e-mail in pdf to: mitch@shelgroup.com)

Mitchell C. Shelowitz
Shelowitz Law Group PLLC
275 Seventh Avenue, 7th Floor
New York, New York 10001

RE: *Cellebrite allegations and demand*

Dear Mr. Shelowitz:

This firm represents Oxygen Forensics, Inc. ("*Oxygen*"). We write in response to the letter sent by you on behalf of Cellebrite Mobile Synchronization Ltd. and Cellebrite USA, Inc. (collectively "*Cellebrite*"), dated September 14, 2015. In that letter, Cellebrite alleges that Oxygen misappropriated and infringed Cellebrite's intellectual property rights, violated provisions of the Computer Fraud and Abuse Act ("*CFAA*") and breached its end user license agreement ("*EULA*") by developing and distributing Oxygen's proprietary software titled "Screen Lock Disabler" ("*Oxygen Product*"). While your letter is excruciatingly detailed with regards to legal actions and lawsuits that Cellebrite has been involved in to date against its numerous competitors, it fails to provide reasonable basis, evidence and substantiation of Cellebrite's claims against Oxygen. For example, your letter fails to identify any evidence that Cellebrite's source code was in fact copied by Oxygen or, in alternative, substantially similar to Oxygen Product's source code. 17 U.S.C. § 501(a) (2003). Your letter similarly, among other things, fails to identify with any particularity the nature of Cellebrite's trade secrets misappropriation claim and whether Cellebrite's "methodology" indeed qualifies as a trade secret under the Virginia Uniform Trade Secret Act or indeed constitutes protectable intellectual property under any legal theory.

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September 22, 2015
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As you certainly understand, such ambiguity and lack of pertinent information makes it inherently difficult to investigate this matter and to fully address Cellebrite's concerns. Oxygen, however, takes any claims and accusation relating to intellectual property very seriously and has always shown its utmost respect to the rights of others. We, therefore, despite the lack of information, diligently investigated and reviewed your claims and provide Oxygen's response below.

Copyright Infringement

Oxygen is a well-known and highly regarded developer of proprietary data examination tools for mobile devices. Oxygen delivers forensic solutions for mobile devices operating Android, iOS, Blackberry, Windows Phone, Symbian and other operating systems. As you are well aware, Oxygen product's users include law enforcement and government agencies, institutions, corporations and private investigators, help desk personnel, and thousands of private consumers. Oxygen is an exclusive owner of all intellectual property related to Oxygen Product, including, without limitation, related source code.

You allege, in your letter, that Oxygen infringed copyrights in the "software code comprising SPR Lock Disabler." While you fail to disclose the U.S. Copyright Office's registration number or otherwise identify Cellebrite's copyrighted materials, we assume for the purposes of this letter only that Cellebrite holds a valid copyright in such code.

To claim copyright infringement, a plaintiff must show: (1) ownership of a valid copyright by the plaintiff and (2) violation by the defendant of plaintiff's exclusive rights under the Copyright Act. 17 U.S.C. § 501(a) (2003); *Ellison v. Robertson*, 357 F.3d 1072, 1076 (9th Cir. 2004); *Ets-Hokin v. Skyy Spirits, Inc.*, 225 F.3d 1068, 1073 (9th Cir. 2000). Because you failed to provide any evidence of "copying" by our client or the specific legal analysis you undertook to reach your conclusion, we can only assume that you relied on "substantial similarity" test to support your contentions. In order to claim copyright infringement under the "substantial similarity" theory "a plaintiff may establish copying by showing that the infringer had access to the work and that the two works are substantially similar." *Shaw v. Lindheim*, 919 F.2d 1353, 1356 (9th Cir. 1990) (*citing Narell v. Freeman*, 872 F.2d 907, 910 (9th Cir. 1989)). "[T]here must be substantial similarity

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September 22, 2015
Page 3 of 9

between infringing work and the work copyrighted; and that similarity must have been caused by the defendant's having copied the copyright holder's creation." *McIntosh v. N. California Universal Enterprises Co.*, 670 F. Supp. 2d 1069, 1087 (E.D. Cal. 2009) (quoting *Roth Greeting Cards v. United Card Co.*, 429 F.2d 1106, 1110 (9th Cir.1970)).

Here, Oxygen Product is an original work of authorship of Oxygen and does not contain any Cellebrite code. In other words, we are absolutely sure that a side-by-side analysis of the respective software codes would not reveal any similarities. Indeed, it is telling that your communications provide no evidence, comparison or other analysis of any similarities whatsoever between the code comprising Oxygen Product and the code comprising Cellebrite' SPR Lock Disabler.

The fact that both computer products are used for disabling the user locks for the same third party devices, namely, Samsung Android devices, by employing the same or similar commonly known command and/or similar functionality under no legal theory can be viewed as a proper substantiation for Cellebrite's copyright infringement claim. *See Ets-Hokin v. Sky Spirits, Inc.*, 225 F.3d 1068, 1082 (9th Cir. 2000); *CDN Inc. v. Kapes*, 197 F.3d 1256, 1261 (9th Cir.1999) (Copyright law protects only the "original expression" of the subject matter (in this instance – online poker game), and not the subject matter itself.)

Hence, in light of the above and contrary to your unsupported and ill-advised allegations, Oxygen Product has not infringed any copyrights Cellebrite may have.

Trade Secrets

Your allegations that Oxygen misappropriated Cellebrite's trade secrets are similarly baseless and unsubstantiated. Under the Virginia Uniform Trade Secrets Act ("*VUTSA*"), trade secret means information, including but not limited to, a formula, pattern, compilation, program, device, method, technique, or process, that:

1. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and
2. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Va. Code § 59.1-336.

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September 22, 2015
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Your letter is silent as to whether the “methodology” underlying SPR Lock Disabler is not “generally know” or “not [...]readily ascertainable by proper means.” Indeed, upon information and belief, the “methodology” of SPR Lock Disabler (as well as Oxygen Product) is known by at least Samsung itself and various other market participants. These facts refute the existence of any trade secret.

Moreover, Oxygen did not acquire SPR Lock Disabler “methodology” by improper means, but instead developed a method of disabling the screen lock on Samsung Android devices independently by using commonly used Device Monitoring Studio by HHD Software to learn how software programs communicate with certain Samsung Android devices. *See Bartnicki v. Vopper*, 532 U.S. 514 (2001) (misappropriation of a trade secret means acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or disclosure or use of a trade secret of another without express or implied consent by a person who used improper means to acquire knowledge of the trade secret). Hence, based on information that is available to us, your trade secret misappropriation claim lacks any legal or factual foundation. If you wish to provide us with evidence and information as to why you believe Oxygen violated VUTSA, we will review and analyze your claim further.

Lanham Act

Cellebrite’s allegations that Oxygen violated the Lanham Act when it stated that “we’ve invented a software-based method to disable [the] screen lock on modern Samsung Android OS devices regardless of the lock type” is unsupported by law or facts. To prevail on its false advertising claim, Cellebrite will have to demonstrate that Oxygen: (1) made a false or misleading statement of fact; (2) that is used in a commercial advertisement or promotion; (3) that is material, in that it deceives or is likely to deceive; (4) that is used in interstate commerce; and (5) that causes, or is likely to cause, the claimant competitive or commercial injury. *See* 15 U.S.C. § 1125(a); *see also Clorox Co. Puerto Rico v. Procter & Gamble Commercial Co.*, 228 F.3d 24, 33 n.6 (1st Cir. 2000); *Pizza Hut, Inc. v. Papa John’s Int’l, Inc.*, 227 F.3d 489, 495 (5th Cir. 2000).

To establish the first element, the claimant must demonstrate either: (1) that the statement is literally false, or (2) that although literally true, the statement is likely to mislead, confuse, or

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deceive consumers. *See S.C. Johnson & Son, Inc. v. Clorox Co.*, 241 F.3d 232, 238 (2d Cir. 2001); *United Indus. Corp. v. Clorox Co.*, 140 F.3d 1175, 1179 (8th Cir. 1998). Whether a statement is literally false is an issue of fact. *See Clorox Co. Puerto Rico*, 228 F.3d at 34. Clearly, Oxygen indeed “invented [its] software-based method to...”. The fact that Cellebrite invented *its* method does not make Oxygen’s statement any less true. Moreover, to satisfy the first prong of the false advertising claim test, the statement must also convey a false impression, be misleading in context, or be deceptive when viewed by customers. *See United Indus. Corp. v. Clorox Co.*, 140 F.3d 1175, 1182 (8th Cir. 1998). Courts have held that a claimant has an additional burden to show that deception by extrinsic evidence such as a consumer survey showing how consumers react to the advertising. *See Gordon & Breach Science Publishers S.A. v. Am. Inst. Of Physics*, 859 F. Supp. 1521, 1532 (S.D.N.Y. 1994). In this case, Oxygen’s generic statement to its own accomplishments does not mislead customers nor convey a false impression. Indeed, Oxygen’s statement simply speaks for itself that Oxygen invented its “software-based method to disable [the] screen lock on modern Samsung Android OS devices.” Furthermore, such statement supports Oxygen’s position outlined in this letter, namely that Oxygen did not steal, infringe or otherwise misappropriated its methods underlining the Oxygen Product but rather invented them.

In addition, statements that are opinion (which is exactly what Oxygen’s statement is – an opinion) and puffery are not actionable under the false advertising provision of the Lanham Act. An actionable statement must be based on fact, not opinion or assertions of superiority. *See Pizza Hut, Inc. v. Papa John’s Int’l, Inc.*, 227 F.3d 489, 496 (5th Cir. 2000); *see also Groden v. Random House*, 61 F.3d 1045, 1051 (2d Cir. 1995) (holding that when a statement is “obviously a statement of opinion,” it cannot “reasonably be seen as stating or implying provable facts”). Thus, Oxygen did not violate the false advertising provisions of the Lanham Act because Oxygen made no misleading statements, and opinion is not actionable under the Lanham Act.

Irrespective of obvious legal analysis set forth above that undisputedly proves that Oxygen did not violate Lanham Act when it issued the statement with regard to Oxygen Product in its newsletter, Oxygen is concerned with the means by which Cellebrite obtained Oxygen’s newsletter. The newsletter was distributed by Oxygen exclusively to its customers. Accordingly,

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Cellebrite could only obtain the newsletter (and the statement contained in the newsletter) if it purchased or otherwise acquired one of Oxygen's products. Because Oxygen has no record of Cellebrite obtaining any of its products for their respective intended use, please provide to us all information in connection with such purchase, including, without limitation, executed Oxygen's End User License Agreement by Cellebrite, date of purchase, proof of payment of applicable license fee and all other information relating to Cellebrite's use of the Oxygen's products by Cellebrite and its compliance with terms and conditions of Oxygen's End User License Agreement.

Computer Fraud and Abuse Act

You further allege that Oxygen improperly acquired "Cellebrite equipment and access[ed] Cellebrite's software and trade secrets from such equipment and Cellebrite's computer networks to obtain Cellebrite proprietary and confidential information" in violation of the Computer Fraud and Abuse Act, 18 U.S.C. §1030, *et al.* (the "*CFAA*"). Yet again you provide not a shred of evidence or information as a basis for these contrived assertions. For example, it is unclear and unknown to which Cellebrite software or equipment you are referring. Accordingly, if you wish for us to investigate your CFAA-related claim, please provide us with pertinent information, and we would be happy to provide Cellebrite with the results of our investigation. Notwithstanding the lack of any factual basis for your allegations, we did not find any violations by Oxygen of CFAA that would satisfy applicable legal test. *Id.* (The CFAA currently prohibits any person from, among other acts: (a) "access[ing] a protected computer without authorization" so as to perpetuate a fraud and "obtain anything of value"; (b) knowingly "caus[ing] the transmission of a program, information, code or command" so as to intentionally cause damage to a protected computer; (c) accessing a protected computer without authorization, in a manner that causes "damage" to the computer; or (d) causing damage to a protected computer through the unauthorized transmission of computer passwords.)

EULA

As set forth in this letter, Oxygen is not engaging in any of the activities you allege in your ill-conceived and unsubstantiated letter. Hence, your claim that Oxygen violates the EULA is similarly moot.

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In sum, we strongly disagree with the conclusion made in your letter and believe that your allegations are frivolous due to the lack of any apparent factual or legal grounds to support the demands stated therein. In fact, the litigious nature of Cellebrite (so elaborately described in your letter), coupled with the unfounded nature of your allegations against Oxygen, may likely expose Cellebrite and its legal counsel to sanctions and potential liability for abuse of process and/or malicious prosecution in the event Cellebrite moves forward with its illicit slew of allegations.

As you know, federal courts have inherent power to impose sanctions. *See Sanford v. Commonwealth of Va.*, 689 F. Supp. 2d 802, 813 (E.D. Va. 2010). This power allows a court to sanction an attorney's actions taken in bad faith, wantonly, oppressively, or vexatiously. *See Royal Ins. v. Lynnhaven Marine Boatel, Inc.*, 216 F. Supp. 2d 562, 567 (E.D. Va. 2002). A court may find litigation misconduct where a plaintiff filed a frivolous lawsuit. *See General Components, Inc. v. Micron Tech., Inc.*, 2012 U.S. Dist. LEXIS 76584 (E.D. Va. May 31, 2012). *Stephens v. Tech Int'l, Inc.*, 393 F.3d 1269 (Fed. Cir. 2004) (holding that "a frivolous infringement suit is one which the patentee knew or, on reasonable investigation, should have known was baseless."). Sanctions may also be imposed against a plaintiff in an infringement action if (1) the litigation is brought in subjective bad faith, and (2) the litigation is objectively baseless. *See Brooks Furniture Mfg., Inc. v. Dutailier Int'l, Inc.*, 393 F.3d 1378, 1381 (Fed. Cir. 2005); *see Matrix PT, LLC v. Evergreen Enters., Inc.*, 2006 U.S. Dist. LEXIS 75708 (E.D. Va. Oct. 12, 2006). Hence, if indeed Cellebrite pursues legal action against Oxygen, we will recommend that our client seeks sanctions against Cellebrite for bringing the baseless legal action in bad faith solely to gain anticompetitive advantage over its competitor. The U.S. District Court for the Eastern District of Virginia in Alexandria is particularly quick to sanction such conduct. To that end, we agree with your proposition and welcome your recommendation to litigate in the nearby U.S. District Court for the Eastern District of Virginia, where our firm had great success prosecuting and defending our clients, including obtaining monetary sanctions against the opposing side for attempts to abuse legal process.

Moreover, to underscore our point made in this letter, we are sure that you know that your claims regarding copyright infringement and protecting a utility feature, in the absence of a

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patent, are unfounded. Therefore, your only hopeful claim in this instance is the alleged copying of the source code comprising your SPR Lock Disabler. We sincerely hope that this claim is not a fishing expedition or an attempt to stifle an honest competition, but instead the result of your internal miscommunications or earnest misunderstanding. To resolve that discrepancy, however, we propose the following. Each party would place \$60,000 in escrow. The parties will jointly agree upon and hire an independent expert who will evaluate each party's source code. The parties will split the cost of the expert to be paid from the funds deposited in escrow (not to exceed \$20,000 in total, leaving at least \$100,000 in the escrow fund). If the expert concludes that Oxygen copied and/or misappropriated Cellebrite's code (*i.e.* there is no reasonable chance that such code could have been written independently and must have been stolen/copied/misappropriated), then Cellebrite will keep the balance of the escrow funds (*i.e.*, \$100,000) and Oxygen would take down the feature. If the expert makes a determination in Oxygen's favor, however, Oxygen will keep the balance in the escrow account and Cellebrite's apology for making baseless accusations would be optional.

Finally, your letter indicates a threat of making your unfounded allegation a part of another litigation-based advertising campaign by Cellebrite. Be advised that if any of the disparaging, untrue, slanderous and/or libelous statements suggested in your letter are made to any third party, including, without limitation, any of Oxygen's customers, concerning the alleged liability of Oxygen to Cellebrite, we will be vigorously prosecute those illegal actions. As you are aware, it is illegal to make a misrepresentation or disparaging or false accusation concerning Oxygen to its business partners and distributors, public or any other third parties, and such actions will likely violate laws prohibiting tortious interference with contractual relationship and/or tortious intentional interference with prospective economic advantage as well as constitute fraud and/or libel and defamation. Therefore, if you and/or your client do not cease and desist from any such illicit strategy, you are hereby placed on notice that any such actions will be prosecuted to the fullest extent of the law.

Our client reserves all rights granted to it by law and specifically reserves the right to withdraw any offers before they are accepted and to avail itself of any enforcement, legal action or

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September 22, 2015

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relief available to it in law or equity. Should you have any questions, please address any communications regarding this matter to us as follows:

Dmitri I. Dubograev, Esq.
Kevin Garden, Esq.
Leo Goldstein-Gureff, Esq.
Int'l Legal Counsels PC
901 N. Pitt Street, Suite 325
Alexandria, VA 22314
e-mail: info@legal-counsels.com
facsimile: 202.318.0723

Thank you for your time and prompt attention to this matter.

Very truly yours,



Leo V. Goldstein-Gureff

cc: Oxygen

EXHIBIT H



MITCHELL C. SHELOWITZ
MANAGING PARTNER
mshelowitz@shelgroup.com
(212) 655-9384

October 20, 2015

Via Electronic Mail

Leo V. Goldstein-Gureff, Esq.
Int'l Legal Counsels PC
901 Pitt Street, Suite 325
Alexandria, Virginia 22314

Re: **IMMEDIATE CEASE AND DESIST AND LITIGATION HOLD DEMAND**

Dear Mr. Goldstein-Gureff:

We are in receipt of your email (the "**Cover Email**") and letter dated as of September 22, 2015 (the "**Response**") responding to our Cease and Desist Letter dated as of September 14, 2015 (the "**Cease and Desist Letter**") on behalf of Cellebrite Mobile Synchronization Ltd. and Cellebrite USA, Inc. (collectively, "**Cellebrite**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Cease and Desist Letter.

Significantly, the Response did not satisfy the demands in the Cease and Desist Letter. Moreover, insofar as you have advised that your firm does not represent Oxygen Software ("**Oxygen Russia**"), the Russian parent company of Oxygen Forensics, Inc. ("**Oxygen, Inc.**"), Oxygen Russia has failed to respond to the Cease and Desist Letter, which we deem as an admission by Oxygen Russia of all of the allegations contained therein. In any event, Oxygen Russia knows exactly how they copied Cellebrite's intellectual property in order to develop the Infringing Feature, and Oxygen, Inc. – although it is merely the U.S. sales and marketing arm of Oxygen Russia – likely possesses this same information, either directly or as imputed by the existence of the identical CEO and CTO.

While it is not our intention to litigate by letter, since we are confident in our claims, based upon a thorough due diligence investigation, we feel compelled to address certain of the assertions in your Response. Initially, the software code comprising Cellebrite's SPR Lock Disabler is protected under the U.S. Copyright Act under registered U.S. Copyright No. TX-000-807-5119.

On your alleged defense to our allegations of copyright infringement of Cellebrite's software, your reliance on incorrect interpretations of dated California case law are unconvincing. We are extremely familiar with the standards of the U.S. Copyright Act. Even assuming the truth of your dubious assertion that the Oxygen Product "does not contain any Cellebrite code," it is well settled that literal copying is not the only manner to infringe a software copyright. As the Federal Circuit Court recently made clear in the *Oracle v. Google* case, copying of non-literal

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October 20, 2015
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elements, as well as copying of the sequence, structure, and organization of software is copyright infringement. *See Oracle Am., Inc. v. Google Inc.*, 750 F.3d 1339 (Fed. Cir. 2014), *cert. denied*, , 135 S. Ct. 2887 (2015). Thus, your protestations fall flat.

On our allegations of trade secret misappropriation, your Response reflects a fundamental misunderstanding -- or wilful ignorance -- of the method and manner with which the SPR Lock Disabler and the Infringing Feature work. The unique approach that Cellebrite developed to disable the Samsung Android devices is not "commonly known." Similarly, neither Samsung, nor any other market participant that has not copied Cellebrite's software and trade secrets are aware of Cellebrite's proprietary methodology for the SPR Lock Disabler.

Indeed, you admitted to your client's unlawful activity in your explanation that Oxygen Forensics "developed a method of disabling the screen lock on Samsung Android devices independently by using commonly used Device Monitoring Studio by HHD Software to learn how *software programs* communicate with certain Samsung Android devices." The software programs that you are referring to are Cellebrite's and those methods are Cellebrite's trade secrets.

We reject the remaining assertions in your Response. We similarly reject your unworkable proposal to jointly appoint an expert to analyze Oxygen Forensics' and Cellebrite's source code. First, our experts have already analyzed and concluded that the Infringing Feature infringes Cellebrite's intellectual property. Furthermore, Cellebrite is entitled to significantly greater remedies pursuant to the Copyright Act and VUTSA for your client's infringing conduct than the amounts reflected in your proposal. As a further aside, since the Oxygen Forensics' source code is owned by Oxygen Russia, a company that you say you do not represent, we are doubtful that you could deliver on your proposal.

Finally, we are well aware of our obligations pursuant to Federal Rule of Civil Procedure and have conducted a very thorough pre-filing investigation of our allegations. Any frivolous motion for sanctions will be met with a cross-motion for sanctions against your firm and your client.

We are also aware that once we commence legal action in the Rocket Docket, the Judge and Magistrate Judge will seek to press the parties to settle the case. In order to demonstrate our good faith intention to commence legal action as a last resort, we hereby reiterate our demands in the Cease and Desist Letter. If your client and Oxygen Russia comply with the demands

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October 20, 2015
Page 3

from the Cease and Desist Letter by October 26, 2015 at 5:00 pm, then we will reconsider the commencement of legal action against your client and Oxygen Russia.

This letter is written without prejudice and with a full reservation of rights hereunder, none of which have been waived hereby.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Mitchell C. Shelowitz', is written over a large, stylized, scribbled-out signature that has been crossed out with a horizontal line.

Mitchell C. Shelowitz

cc: Mr. Oleg Fedorov, CEO (adm@oxygensoftware.com)
Mr. Oleg Davydov, CTO (davydov@oxygensoftware.com)
Oxygen Software
Nizhegorodskaya St. 32 Building 5
Moscow 109029
RUSSIAN FEDERATION

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EXHIBIT I

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KEVIN R. GARDEN
KG@LEGAL-COUNSELS.COM

OCTOBER 30, 2015

(transmitted via FedEx and e-mail in pdf to: mitch@shelgroup.com)

Mitchell C. Shelowitz
Shelowitz Law Group PLLC
275 Seventh Avenue, 7th Floor
New York, New York 10001

RE: *Cellebrite allegations and demand*

Dear Mr. Shelowitz:

We are writing in response to your letter to Leo Goldstein-Gureff and our client Oxygen Forensics, Inc. ("*Oxygen*") dated October 20, 2015 regarding the above-referenced matter. Your letter was in response to a letter from Mr. Goldstein-Gureff dated September 22, 2015 responding to your client Cellebrite Mobile Synchronization Ltd. and Cellebrite USA, Inc.'s (collectively "*Cellebrite*") Cease and Desist Letter dated as of September 14, 2015. Your newest letter fails to address your previous unsubstantiated claims regarding violations of the Lanham Act, Computer Fraud and Abuse Act (the "*CFAA*") and EULA, and as such we see no need to rehash our earlier response as to the misguided nature of your claims. While we appreciate you providing us with the registration number for Cellebrite's copyright, your single citation to the *Oracle v. Google* case fails to provide a single shred of evidence to your unfounded copyright infringement claim. Similarly, your letter continues to reference some "unique approach" and "proprietary methodology", but fails to identify anything that may qualify as a trade secret under the Virginia Uniform Trade Secret Act ("*VUTSA*").

The continued ambiguity of your allegations and lack of any additional information gives Oxygen a very limited opportunity to adequately address Cellebrite's concerns. Yet in the interest of finding an amicable resolution to this matter and avoiding another fruitless and costly

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litigation for your client, Oxygen provides the following response to your copyright infringement and misappropriation of trade secret claims.

Copyright Infringement

Just like you, we are extremely familiar with the standards of the U.S. Copyright Act and as attorneys located in Virginia and practicing Virginia law, are happy to provide you with 4th Circuit and Supreme Court case law to illustrate the lack of foundation for your claim of copyright infringement.

As you are aware, to succeed on a copyright infringement claim, a plaintiff must show: 1) ownership of a valid copyright in the product at issue, and 2) that defendant copied *constituent parts* of the product that are copyrightable. *See Darden v. Peters*, 488 F.3d 277, 285 (4th Cir. 2007); *see also* 17 U.S.C. § 501(a) (2003). While you have provided us with a copyright registration number, as before, you have failed to provide any evidence of “copying” by our client. The support for your assertion consists of your wholly conclusory statement that your experts have analyzed and concluded that our client’s product infringes Cellebrite’s copyright. Yet you have failed to provide any facts much less the legal analysis that you used to come to such a conclusion and, more interestingly, how you obtained Oxygen’s product for your comparison. Therefore, as you must recognize, we have absolutely no way to assess the validity of your conclusions. Because you would obviously have to present such information to the Court, we are at a loss to understand why you do not appear willing to provide it to us at this time.

Moreover, your reliance on the *Oracle v. Google* case is unwarranted as that case is readily distinguishable from the situation at hand. In *Oracle v. Google*, Google conceded the fact that it copied the Oracle code verbatim, so the question was not one of infringement. Rather the central question was whether the elements of the Java platform in question were entitled to copyright protection to begin with. *Oracle Am., Inc. v. Google Inc.* 750 F.3d 1339, 1353 (Fed. Cir. 2014). Unlike the facts in *Oracle v. Google*, Oxygen did not copy (literally or non-literally) any of Cellebrite’s code and a real analysis by an independent expert, as we had previously proposed, would confirm that fact.

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In addition, the *Oracle v. Google* test reveals that the primary functionality of the Cellebrite copyright is not entitled to copyright protection. As the Supreme Court stated in *Feist Publications*, “[n]o one may claim originality as to facts...The first person to find and report a particular fact has not created the fact; he or she has merely discovered its existence.” *Feist Publ'ns, Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340, 347 (U.S. 1991). The existence of vulnerability (i.e., the security exception) in Samsung Android’s lock screen protection, which was written into Samsung Android’s firmware, is a fact. Just because Cellebrite was the first to find it, does not mean that Cellebrite created the security exception. Furthermore, the code used to raise the security exception are well known communication protocol language (i.e., Media Transfer Protocol (MTP)) and Android commands, both of which are open and free for anyone to use, thus Oxygen’s use thereof does not constitute infringement. *See SAS Inst. Inc. v. World Programming Ltd.*, 64 F. Supp. 3d 755, 776 (E.D.N.C. 2014) (citing *Oracle Am., Inc. v. Google Inc.*, 750 F.3d 1339, 1353, 1368 (Fed. Cir. 2014) (“It is undisputed that the Java programming language is open and free for anyone to use.... Thus, Oracle concedes that Google and others could employ the Java language-much like anyone could employ the English language to write a paragraph without violating the copyrights of other English language writers.”)).

Based on the aforementioned, your own case law refutes the allegation of copyright infringement on the part of Oxygen Forensics and brings into question the copyright protection afforded to Cellebrite by the U.S. Copyright Office.

Trademark Secret

As with the issues related to your copyright allegations, you similarly offer no support for your allegations that Oxygen misappropriated Cellebrite’s trade secret. Instead, you merely rely on your unwarranted but unsupported conclusion that Cellebrite developed a “unique approach” to disable the Samsung Android screen lock.

A claim of trade secret misappropriation requires (1) the existence of a trade secret and (2) its misappropriation by defendant. *Preferred Systems Solutions, Inc. v. GP Consulting, LLC*, 732 S.E.2d 676 (Va. 2012). Trade secret protection requires “independent economic value as a result of not being generally known and not being readily ascertainable by proper means; and

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reasonable efforts must [be] taken to maintain its secrecy.” *MicroStrategy, Inc. v. Business Objects, S.A.*, 331 F. Supp. 2d 396, 416 (E.D. Va. 2004). To begin with, there is nothing “unique” about Cellebrite’s approach. Cellebrite located a built-in vulnerability (security exception) in Samsung’s firmware. Cellebrite then used well known communication protocol language and Android commands to take advantage of the security exception. However, locating an existing vulnerability does not rise to the level of a “formula, pattern, compilation, program, device, method, technique or process. Va. Code §59.1-336. “If a competitor could easily discover the information legitimately, the inference is that the information was either essentially ‘public’ or is of de minimus economic value.” *MicroStrategy, Inc.* at 417. The vulnerability of the Samsung Android lock screens was created by Samsung, not by Cellebrite, and as such it could be legitimately discovered by the public at large. Moreover, the communication protocol language and Android commands required to access such vulnerabilities are well known and are not a “unique approach” or “method” created by Cellebrite. *See, e.g.*, <https://www.pentestpartners.com/blog/keep-your-android-versions-updated-why-if-you-have-to-ask/>. Thus, Cellebrite’s claim of an existence of a trade secret under the Virginia Uniform Trade Secrets Act (“*VUTSA*”) is unsubstantiated.

Moreover, assuming *arguendo* that Cellebrite’s SPR Lock Disabler is entitled to trade secret protection, “[t]he public at large remain[s] free to discover and exploit the trade secret through reverse engineering of products in the public domain or by independent creation.” *Bonito Boats v. Thunder Craft Boats*, 489 U.S. 141, 155 (U.S. 1989). Misappropriation of a trade secret requires that the trade secret be acquired by “improper means,” such as “theft, bribery, misrepresentation, use of a computer or computer network without authority, breach of a duty or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means.” Va. Code §59.1-336. Cellebrite’s SPR Lock Disabler is a publicly sold product, thus discovery of the publicly available Cellebrite product and independent creation of the Oxygen “Screen Lock Disabler” does not constitute “improper means” and fails to satisfy the test of misappropriation of trade secret. *See Bonito Boats at 155*. This is not a case of an employee of Cellebrite attempting to claim something developed within the scope of his employment as his own creation. *See Informatics Applications Group, Inc. v. Shkolnikov*, 836 F. Supp. 2d 400, 423

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(E.D. Va. 2011); *see also Raybestos-Manhattan, Inc. v. Rowland*, 460 F.2d 697 (4th Cir. S.C. 1972). Here, Oxygen merely reviewed products available to the public and independently created its own product without misappropriating anyone's trade secret. Both of your letters have failed to show any proof of an existing trade secret, let alone misappropriation of said trade secret.

In light of the above, we would encourage your client to reconsider our prior proposal to hire an independent expert to resolve this dispute in an efficient manner. To address the concerns you raised, we also would be willing to engage an independent expert who was qualified in both the substantive issues as well as applicable law. You have claimed that your experts have already analyzed Oxygen's product and reached the conclusion that Oxygen engaged in illegal conduct. However, we are not clear as to how your experts were able to legally undertake such an endeavor. Nevertheless, our client is confident that there is no evidence to support your expert's finding of copyright infringement, let alone trade secret misappropriation. Similarly, we reiterate our position from our first letter as to your unsubstantiated claims regarding violations of the Lanham Act, CFAA and EULA. Furthermore, although you claim that Cellebrite is entitled to "significantly greater remedies" than our proposal, we would like to point out that Oxygen offers its "Screen Lock Disabler" at absolutely no cost and exclusively to its subscribers, thus creating no competition, let alone financial harm to Cellebrite. Thus, proceeding with a court action does not increase your ability to recover additional damages, but simply increases the legal costs of resolving this matter. Because of this fact, it is our conclusion that your insistence on a formal court proceeding is merely an intimidation tactic when a far more efficient method is readily available.

We are hopeful that we can resolve this matter amicably and that you will not again waste your client's time and money by bringing these baseless allegations in a court action. If so, we very much anticipate recovering our client's attorneys' fees given the lack of support for your legal assertions.

Our client reserves all rights granted to it by law and specifically reserves the right to withdraw any offers before they are accepted and to avail itself of any enforcement, legal action

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OCTOBER 30, 2015
PAGE 6 OF 6

or relief available to it in law or equity. Should you have any questions, please address any communications regarding this matter to us as follows:

Dmitri I. Dubograev, Esq.
Kevin Garden, Esq.
Alexander Y. Gluhovsky, Esq.
Int'l Legal Counsels PC
901 N. Pitt Street, Suite 325
Alexandria, VA 22314
e-mail: info@legal-counsels.com
facsimile: 202.318.0723

Thank you for your time and prompt attention to this matter.

Very truly yours,

Kevin R. Garden

Kevin R. Garden

cc: Oxygen

EXHIBIT J

Oleg Fedorov

Founder & CEO

Cell: +7 985 210 9433

Office: +7 495 222 9278

chief@oxygensoftware.com

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JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1972, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

RECEIVED

I. (a) PLAINTIFFS

Cellebrite Mobile Synchronization Ltd.

(b) County of Residence of First Listed Plaintiff Petah Tikva, Israel (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) DIMURO GINSBERG, PC, 1101 King Street, Suite 610, Alexandria, Virginia 22314. Tel: 703-684-4333.

DEFENDANTS

Oxygen Software, Oxygen Forensics, Inc. County of Residence of First Listed Defendant The City of Alexandria, VA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, THE LOCATION OF THE TORTIOUS ACT OR OCCURRENCE SHALL BE THE LOCATION OF ATTORNEYS (If Known) ALEXANDRIA, VIRGINIA

1:15-CV-11699

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. § 1125; 17 U.S.C. § 106; 17 U.S.C. § 501; 17 U.S.C. § 504; Fed. R. Civ. P. 65. Brief description of cause: Software Copyright Infringement; Violation of VA. Uniform Trade Secrets Act; Injunction

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: X Yes O No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 12/28/2015 SIGNATURE OF ATTORNEY OF RECORD Bernard J. DiMuro

FOR OFFICE USE ONLY RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Court Name: United States District Court
Division: 1
Receipt Number: 14683056131
Cashier ID: sbrown
Transaction Date: 12/28/2015
Payer Name: DIMURO GINSBERG PC

CIVIL FILING FEE
For: DIMURO GINSBERG PC
Amount: \$400.00

CHECK
Remitter: DIMURO GINSBERG PC
Check/Money Order Num: 18604
Amt Tendered: \$400.00

Total Due: \$400.00
Total Tendered: \$400.00
Change Amt: \$0.00

FILING FEE
115CV1699

