

**Exhibit B to the Declaration of Aaron S. Craig
April 4, 2025**

EXHIBIT 8

FILED UNDER SEAL

Custodian: Shaner, Josh

Application: WhatsApp

Active Participants: [REDACTED]

Other Recipients: [REDACTED]

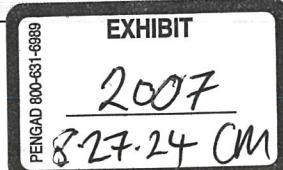
[REDACTED] Josh Shaner

Date/Time Start: 12/05/2018 01:25 AM

Date/Time End: 12/05/2018 05:00 AM

| Time | From | Message Body | Deleted |
|----------|--|---|---------|
| 01:25:09 | [REDACTED] [REDACTED] [REDACTED] | Demo in Golf is over and was a success 😊 | 0 |
| 04:20:07 | [REDACTED] [REDACTED] [REDACTED] | Hi all, WhatsApp had made changes in their servers that currently fail all installations and can cause crashes that risk the Hummingbird vector. | 0 |

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SHANER_WHATSAPP_00001098

| | | | |
|----------|--|--|---|
| | | <p>We need to immediately pause all Hummingbird installations cross all systems (Customer sites (P2 & P3, Tactical covert), Sales) until the Android research team will be able to provide a solution.</p> <p>Official message to clients was synced with CEs [REDACTED].</p> <p>The team is working on a solution in top priority, hoping to provide a solution ASAP.</p> <p>We will keep you updated.</p> <p>Thanks,</p> <p>[REDACTED]</p> | |
| 04:22:20 | [REDACTED] [REDACTED] | ?בסיילם מודיעד אתה [REDACTED] | 0 |
| 04:43:54 | [REDACTED] [REDACTED] [REDACTED] | כן [REDACTED] | 0 |
| 04:45:06 | [REDACTED] [REDACTED] [REDACTED] | נסעה את סתם (המערכות את לצורך שלא) לוסט לא מנת על יסוא את חזודתי בעבודה ללקחות ולהפריע ככה לעשות צריכים שכולם חשוב 😊 | 0 |
| 04:45:37 | [REDACTED] [REDACTED] | ?בנגיאס התראות יקפייז לא זה | 0 |
| 04:46:20 | [REDACTED] [REDACTED] [REDACTED] | נצרך להזכיר שນוצרך שגם תשבח אל) הלקחות ולא נסבול שאנחנו עדיף אבל יקפייז סובלים הלקחות ומספיק (רישוט לעשות | 0 |
| 05:00:29 | [REDACTED] [REDACTED] | מחר עד לנושא רלוונטיות התראות תורייד @447624092448 | 0 |

EXHIBIT 10

FILED UNDER SEAL

Custodian:

Shaner, Josh

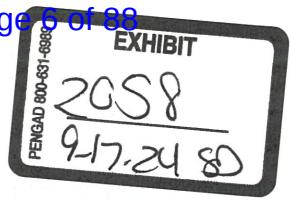
Application: WhatsApp

Active Participants:

Other Recipients:

Date/Time Start: 06/12/2019 02:05 AM

Date/Time End: 06/12/2019 11:45 AM



| Time | From | Message Body | Deleted |
|----------|--|---|---------|
| 02:05:37 | [REDACTED] [REDACTED] [REDACTED] | <132f2fd2-5d4c-4b85-98a3-ae4a39c35d67.jpg> | 0 |
| 02:06:39 | [REDACTED] [REDACTED] | [REDACTED] | 0 |
| 02:12:43 | [REDACTED] [REDACTED] | Eden/ Heaven/ Hummingbird R.I.P announcement (to the English speakers among us) | 0 |
| 02:37:01 | [REDACTED] [REDACTED] | Hey, Can someone from the office visit the confluence page for P supported devices list https://conflu.office.corp/display/IAPC/ and update the lists in the owncloud? ownCloud\Presales\PGS\Supported devices & Release Notes | 0 |

| | | | |
|----------|------------|--|---|
| 02:58:09 | [REDACTED] | I will after lunch | 0 |
| 03:00:46 | [REDACTED] | Thanks. Also features and capabilities. Please update when you do. Shookran! | 0 |
| 03:02:24 | [REDACTED] | شيء لا يوجد البحث عن توقف | 0 |
| 03:04:24 | [REDACTED] | البحث عن توقف | 0 |
| 03:44:19 | [REDACTED] | Done | 0 |
| 11:11:28 | [REDACTED] | Good evening everyone. After a long day of work and issues with momento installation. We have run a test: - Successful installation on iOs 11.4.4 iPhone X (PXL cell) - successful auto-install installation (PXL WiFi) on S8 android 8. | 0 |
| 11:11:38 | [REDACTED] | 👉👉👉 | 0 |
| 11:12:13 | [REDACTED] | 👉👉👉👉👉 | 0 |
| 11:12:26 | [REDACTED] | Well done (!) for a long long effort. Good luck in the demo tomorrow!! | 0 |
| 11:12:30 | [REDACTED] | Well done guys! Glad to hear. Good luck tomorrow 📱 | 0 |
| 11:12:30 | [REDACTED] | Good luck ! | 0 |
| 11:14:46 | [REDACTED] | Good news! Nice to hear📱 | 0 |
| 11:15:22 | [REDACTED] | Good luck guys! You rock 🎉 | 0 |
| 11:26:41 | [REDACTED] | Good luck tomorrow | 0 |
| 11:28:25 | [REDACTED] | Good luck champ | 0 |

| | | | |
|----------|------------|---------------------|---|
| 11:38:58 | [REDACTED] | Great! Good luck | 0 |
| 11:45:59 | [REDACTED] | Thx guys and girl | 0 |

EXHIBIT 11

FILED UNDER SEAL

Custodian: Shaner, Josh

Application: WhatsApp

Active Participants:

Other Recipients:



Date/Time Start: 05/12/2019 08:31 AM

Date/Time End: 05/12/2019 11:58 AM

| Time | From | Message Body | Deleted |
|----------|--|--|---------|
| 08:31:19 | [REDACTED] [REDACTED] [REDACTED] | <47015109-d5c7-4d8b-a7bb-777a2e4c3bcd.jpg> | 0 |
| 08:32:00 | [REDACTED] [REDACTED] [REDACTED] | Congrats to [REDACTED] and [REDACTED] for leading a complex PiXcell POC in the city of Jerusalem. Bravo guys 🎉🎉 | 0 |
| 08:33:59 | [REDACTED] [REDACTED] [REDACTED] | Kings!!🔥🔥🔥 | 0 |
| 08:35:48 | [REDACTED] [REDACTED] [REDACTED] | I made my warrior face | 0 |
| 08:36:17 | [REDACTED] [REDACTED] | Horror face after locking the target | 0 |
| 08:37:07 | [REDACTED] [REDACTED] [REDACTED] | Great job guys ! Waiting to hear about it in the office | 0 |

| | | | |
|----------|--|---|---|
| 09:56:36 | [REDACTED] [REDACTED] [REDACTED] | <p>Hi team,</p> <p>I am sure most of you already heard about Eden</p> <p>Just making sure every one is aligned</p> <p>So bottom line, Eden has finished its duty with us as a patch was done on the server side with the application it works with</p> <p>I heard some sales managers taking it in a dramatic way, your job is to make sure they remember that along the years NSO has proven time after time that one of its biggest value is the ability to "survive" this harsh environment of the cat and mouse game</p> <p>At this point all demos will move to</p> <p>1 click Android</p> <p>0 click ios</p> <p>R&D are working hard on different directions, hopefully we will have good news soon but please remember that our technological status is still great as we (as a company) have the resources to find something new in a relatively short time</p> | 0 |
| 09:58:34 | [REDACTED] [REDACTED] | Tomer I would vote for you! | 0 |
| 09:59:16 | [REDACTED] [REDACTED] [REDACTED] | 😊 | 0 |
| 10:00:10 | [REDACTED] [REDACTED] [REDACTED] | 👉 | 0 |
| 11:58:02 | [REDACTED] [REDACTED] [REDACTED] | Amazing job and well done you 2 Pixcell warriors 🏆 | 0 |

EXHIBIT 12

FILED UNDER SEAL

Application: WhatsApp

Active Participants:

Other Recipients:

Date/Time Start: 05/08/2019 01:29 AM

Date/Time End: 05/08/2019 01:59 PM

| Time | From | Message Body | Deleted |
|----------|--|---------------------------------------|---------|
| 01:29:19 | [REDACTED] [REDACTED] [REDACTED] | Done with demo | 0 |
| 01:29:21 | [REDACTED] [REDACTED] [REDACTED] | Thanks | 0 |
| 01:33:47 | [REDACTED] [REDACTED] | [REDACTED] - any news about this one? | 0 |

| | | | |
|----------|--|---|---|
| 01:36:36 | Case 4:19-cv-07128-PJH Document 677-3 Filed 04/04/25 Page 14 of 88 | I talked to test demo and would check later if news listed again and didn't work. Then I used Sales 3. ██████████ has demo today in Buick, will use Sales 3 I guess. | 0 |
| 01:38:27 | ██████████ | Ok, a reminder for everyone: if you want (and you should want) that the support will investigate a failure you encountered, you should send █████ Yossi an email with the details and out █████ in CC. And please do it: imitate investigations, for the sake of future demos and the product in general...p | 0 |
| 01:47:51 | ██████████ | Still waiting for confirmation but it could be a really big one with the President of Brazil; will keep updated as it happens. | 0 |
| 01:52:36 | ██████████ | not sure i understood. Are you going to test Eden on sales 3? would be good if you could as part of your demo preparations. Like █████ mentioned above, if you do encounter any issue, please contact support and provide the relevant information for their investigation. Thanks. | 0 |
| 01:59:25 | ██████████ | Yesterday from Porsche, I worked with █████ all details given. No much more for me to do. They would investigate the issue.... on their hands. I am talking about Sales 6. Sales 3 worked well for me. | 0 |
| 02:19:01 | ██████████ | Yes you're right █████ I meant sales 6. FYI █████ | 0 |
| 02:32:14 | ██████████ | hey, the WA credentials blocked again yesterday, I added 2 new pairs to sales6. you may use it again with 2 Eden attacks per hour for now. | 0 |
| 02:33:45 | ██████████ | Thanks █████ ██████████ if you could test Eden on sales 6 and update, that would be great | 0 |
| 03:44:00 | ██████████ | Good morning from Brasília team, Sent a zero click from Sales 6 ID 625 at 08:09; received first WA call at 08:37 - no joined call. Received second WA call at 07:41hs - no joined call. Installation status FAILED DUE TO INTERACTION. Device not touched. Cheers | 0 |
| 03:47:41 | ██████████ | hi █████ please take it with support offline so they can investigate. thanks | 0 |

| | | | |
|----------|---|---|---|
| 04:48:22 | Case 4:19-cv-07123-PJW Document 6773 Filed 04/04/25 Page 15 of 38 | H3pm Sales 6. And right click failed twice. Looking into it. Moving to Sales 3 now. Any objections pls? | 0 |
| 07:49:50 | | Demo at 20:30L all vectors Sales 3. | 0 |
| 10:58:55 | | Demo finished. Total success. | 0 |
| 11:09:02 | | 👏👏 | 0 |
| 11:49:55 | | Great | 0 |
| 13:59:02 | | 👉 | 0 |

EXHIBIT 17

FILED UNDER SEAL

Device: iPhone XS Max

Application: WhatsApp

Active Participants: Terry DiVittorio - [REDACTED]

Date/Time Start: 01/31/2018 12:46 PM

Date/Time End: 01/31/2018 05:37 PM

Subject:

| Time | From | Message Body | Tags |
|----------|---|--|------|
| 12:46:57 | Terry DiVittorio - [REDACTED] [REDACTED] [REDACTED] | Hey man, any updates? | |
| 12:51:50 | [REDACTED] [REDACTED] [REDACTED] | Hey Brother Not yet Assuming in probably 2-3 hours from now. I'll call you once I have them I also have an update for you in regards of G3 pgs demos | |
| 12:54:07 | Terry DiVittorio - [REDACTED] [REDACTED] [REDACTED] | Ok, we're in California, really good PGSS demo yesterday for the FBI here in Los Angles yesterday and demo'ing PiXcell for San Bernardino today. G3 is a mess, contract likely will be canceled next week, can't get Avihood or Gorev to respond | |
| 12:54:47 | [REDACTED] [REDACTED] [REDACTED] | Embarrassing.. | |
| 12:58:27 | Terry DiVittorio - [REDACTED] [REDACTED] | And total disrespectful and unprofessional of [REDACTED] at least when I WhatsApp [REDACTED] she replies | |
| 12:59:04 | [REDACTED] [REDACTED] [REDACTED] | Agree [REDACTED] is on vacation but still... | |
| 17:30:31 | Terry DiVittorio - 17037284283@s.whatsapp.net | Any updates? | |
| 17:34:04 | [REDACTED] [REDACTED] [REDACTED] | No man [REDACTED] just sent me a msg that they are still discussing | |
| 17:34:18 | [REDACTED] [REDACTED] [REDACTED] | As soon as I have new info ill call u | |
| 17:37:04 | Terry DiVittorio - [REDACTED] [REDACTED] | Thanks man, we start the PiXcell demo in 20 minutes, will send you a msg when we finish, thanks. | |

17:37:23

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EXHIBIT 30

FILED UNDER SEAL

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Page 1

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 OAKLAND DIVISION4 -----X
5 WHATSAPP INC., a Delaware)
6 corporation, and FACEBOOK, INC.,)
7 a Delaware corporation,)
8)
9 Plaintiffs,)
10) Case No.
11 v.)
12) 4:19-CV-07123-PJH
13 NSO GROUP TECHNOLOGIES LIMITED)
14 and Q CYBER TECHNOLOGIES)
15 LIMITED,)
16)
17 Defendants.)
18 -----X19 ****HIGHLY CONFIDENTIAL****20 ATTORNEYS' EYES ONLY
21 VIDEOTAPED DEPOSITION OF
22 TERRENCE PATRICK DIVITTORIO

Wednesday, September 18, 2024; 9:33 a.m. EDT

Reported by: Cindy L. Sebo, RMR, CRR, CLR, RPR, CCR,
CSR, RSA, CA CSR 14409, NJ Certified CR 30XI0024460,
NJ Certified RT 30XR00019500, NM CSR 589, NY Realtime
Court Reporter, NY Association Certified Reporter, OR
CSR 230105, TN CSR 998, TX CSR 12778, WA CSR
23005926, Remote Counsel Reporter, LiveLitigation
Authorized Reporter, Notary Public

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| | |
|---|---|
| <p style="text-align: right;">Page 86</p> <p>1 offering me a very lucrative salary beyond what I 2 was making at VariQ. 3 Also, at that time at VariQ, VariQ 4 was on a track for acquisition, and so they were 5 not going to be -- and they were eventually 6 acquired by Capgemini, so I knew that there might 7 not be a long -- long runway at VariQ, so I 8 was -- I was open to job -- job opportunities. 9 Q. You said that Westbridge was a 10 technology products company. 11 What products did Westbridge 12 produce? 13 A. Westbridge didn't produce any 14 products. 15 Q. None at all? 16 A. None. Not one. 17 Q. During the -- how many years were 18 you there? 19 A. Three. 20 Q. During the three years and four 21 months, say, that you were there, did they 22 produce any -- any products at all?</p> | <p style="text-align: right;">Page 88</p> <p>1 A. Um-hum. 2 Q. -- so is it fair to say it was a 3 start-up? 4 A. Not when I joined. They were 5 already in place before I got there. 6 Q. And what was happening before you 7 got there? 8 A. I believe they were -- 9 ATTORNEY AKROTIRIANAKIS: 10 Objection: no foundation. 11 THE WITNESS: -- I believe they 12 were trying to sell with the -- with 13 [REDACTED] to the U.S. market. 14 BY ATTORNEY ANDRES: 15 Q. Is it fair to say that when you 16 came in to take over as president, you did some 17 due diligence about what was -- what you were 18 taking over and -- 19 A. Of course. 20 Q. -- and what was happening? 21 A. Yes. 22 Q. Explain that to me.</p> |
| <p style="text-align: right;">Page 87</p> <p>1 A. No. 2 Q. Not one? 3 A. Not one. 4 Q. Throughout that time, the three 5 years and four months, you continued to have 6 relationships and discussions with people at NSO 7 and Q Cyber; is that fair? 8 A. Yes. 9 Q. Was that on a daily basis? 10 A. Daily basis, sure. 11 Q. And just so I understand this -- 12 and I apologize if I asked this, but I didn't 13 understand the answer -- what did you understand 14 the financing to be of Westbridge in terms of 15 capital or who was financing and how much? 16 A. My understanding is that it was Q 17 that was financing Westbridge, because Westbridge 18 had not sold any products or capability to 19 generate revenue to be self-sustaining. 20 Q. It was a start-up? 21 A. It seemed like it was, yes. 22 Q. I mean, it had three employees --</p> | <p style="text-align: right;">Page 89</p> <p>1 A. I met with [REDACTED] and 2 [REDACTED] several times to help me -- help -- 3 help me understand, as their board member -- as 4 board members, what Westbridge was doing, what 5 Westbridge was responsible for, what my role and 6 responsibilities would be. 7 Q. And what did they tell you? 8 A. They said that it's a technology 9 product company that serves, they believe, the 10 U.S. intelligence community, Department of 11 Defense, Department of Homeland Security and 12 Federal law enforcement; and that they needed 13 someone with a background and relationships in 14 those markets. 15 They said that the company is 16 established, has -- has a certificate of 17 incorporation, all the other required 18 documentation to be an operating U.S. entity. 19 They said it was part of a larger family of 20 companies, and that's where the support for 21 infrastructure would come from: HR, accounting 22 and finance, and -- and funding to -- to fund</p> |

23 (Pages 86 - 89)

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| | |
|---|--|
| <p style="text-align: right;">Page 90</p> <p>1 payroll.</p> <p>2 Q. What did they tell you about the</p> <p>3 capital available to -- to Westbridge to convince</p> <p>4 you that it wasn't some fly-by-night operation?</p> <p>5 A. Well, I -- I'd worked with [REDACTED] in</p> <p>6 the past and trusted his judgment. And [REDACTED]</p> <p>7 is a very reputable former Department of Defense</p> <p>8 individual. So I asked them, you know, Is this a</p> <p>9 six-month run? A year run? Did they have the</p> <p>10 funds and the -- and the capability to support,</p> <p>11 you know, what's going to take, in my opinion, 12</p> <p>12 to 15 months to get this strategy that I wanted</p> <p>13 to put in place launched? And they said yes.</p> <p>14 Q. And what did you think the capacity</p> <p>15 in terms of funding was to launch in 12 to</p> <p>16 18 months?</p> <p>17 ATTORNEY AKROTIRIANAKIS:</p> <p>18 Objection: vague.</p> <p>19 THE WITNESS: I don't understand</p> <p>20 the question.</p> <p>21 BY ATTORNEY ANDRES:</p> <p>22 Q. What -- what -- what amount of</p> | <p style="text-align: right;">Page 92</p> <p>1 You're not aware of what its</p> <p>2 assets were, what its cash balance was, what</p> <p>3 loans it had?</p> <p>4 A. It was --</p> <p>5 ATTORNEY AKROTIRIANAKIS:</p> <p>6 Objection: misstates his testimony.</p> <p>7 THE WITNESS: -- it was several</p> <p>8 years ago. I don't remember.</p> <p>9 BY ATTORNEY ANDRES:</p> <p>10 Q. So at no time -- you don't</p> <p>11 currently remember have [sic] been refreshed</p> <p>12 about what the assets or cash available, capital</p> <p>13 available to Westbridge was?</p> <p>14 ATTORNEY AKROTIRIANAKIS:</p> <p>15 Objection: misstates his testimony; it's</p> <p>16 also a incomprehensible question.</p> <p>17 BY ATTORNEY ANDRES:</p> <p>18 Q. I'm happy to have you clarify --</p> <p>19 A. I don't understand --</p> <p>20 Q. -- whatever --</p> <p>21 A. -- I don't understand the question.</p> <p>22 Q. Okay. When you got to Westbridge,</p> |
| <p style="text-align: right;">Page 91</p> <p>1 money or capital did you think was necessary at</p> <p>2 that time to continue the launch through 12 to</p> <p>3 18 months?</p> <p>4 A. Not more than they were currently</p> <p>5 funding. I didn't need additional employees.</p> <p>6 What I hired were two consultants who worked on a</p> <p>7 small retainer but more of a commission or</p> <p>8 success fee, so I didn't need more working</p> <p>9 capital other than what was being already funded</p> <p>10 for the company.</p> <p>11 Q. And what was that?</p> <p>12 A. Enough to cover payroll for myself,</p> <p>13 [REDACTED] enough to cover our</p> <p>14 infrastructure, supplies, our office space, our</p> <p>15 travel; and then outsourced 80P services for our</p> <p>16 benefits and our insurance.</p> <p>17 Q. Is that a million dollars?</p> <p>18 A. I can't remember the number.</p> <p>19 Q. Was it more than 5 million?</p> <p>20 A. I don't remember the number.</p> <p>21 Q. You were the president of</p> <p>22 Westbridge.</p> | <p style="text-align: right;">Page 93</p> <p>1 as the president, did you look at its books and</p> <p>2 records?</p> <p>3 A. For our operating costs at</p> <p>4 Westbridge?</p> <p>5 Q. Yes.</p> <p>6 A. Yes.</p> <p>7 Q. You did review that?</p> <p>8 A. Um-hum.</p> <p>9 Q. Did you meet with an accountant?</p> <p>10 A. No.</p> <p>11 Q. Okay. What was your understanding</p> <p>12 of Westbridge financial condition?</p> <p>13 ATTORNEY AKROTIRIANAKIS:</p> <p>14 Objection: vague.</p> <p>15 THE WITNESS: Again, meeting with</p> <p>16 the Board, they assured me that through</p> <p>17 the family of companies, that there would</p> <p>18 be no issues with covering our costs,</p> <p>19 meeting payroll; ensuring that if we had</p> <p>20 growth requirements, they could be --</p> <p>21 they could be met.</p> <p>22</p> |

24 (Pages 90 - 93)

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| | |
|--|---|
| <p style="text-align: right;">Page 94</p> <p>1 BY ATTORNEY ANDRES:</p> <p>2 Q. Did you file tax returns for</p> <p>3 Westbridge?</p> <p>4 A. No.</p> <p>5 Q. Not at all?</p> <p>6 A. That was done in support from the</p> <p>7 infrastructure folks at Q. They hired attorneys</p> <p>8 to do that with us.</p> <p>9 Q. And so you were the president of</p> <p>10 Westbridge, but you had nothing to do with</p> <p>11 reviewing its financial disclosures, tax</p> <p>12 returns --</p> <p>13 A. No.</p> <p>14 Q. -- anything?</p> <p>15 A. No.</p> <p>16 ATTORNEY AKROTIRIANAKIS:</p> <p>17 Objection: it assumes facts not in</p> <p>18 evidence --</p> <p>19 BY ATTORNEY ANDRES:</p> <p>20 Q. Do you have any sense in terms of</p> <p>21 the range --</p> <p>22 ATTORNEY AKROTIRIANAKIS: Hold on.</p> | <p style="text-align: right;">Page 96</p> <p>1 remember --</p> <p>2 A. They --</p> <p>3 Q. Let me just finish the question.</p> <p>4 I'm sorry.</p> <p>5 -- you don't remember that</p> <p>6 answer, or you don't remember who filed tax</p> <p>7 returns for Westbridge?</p> <p>8 A. I remember that Q Cyber's finance</p> <p>9 folks, with local attorneys, managed that for</p> <p>10 Westbridge.</p> <p>11 Q. When you say "local attorneys,"</p> <p>12 local to what jurisdiction?</p> <p>13 A. To Maryland, where we had our</p> <p>14 offices.</p> <p>15 Q. There were people at -- from</p> <p>16 Q Cyber that came to your offices in Maryland?</p> <p>17 A. No. No.</p> <p>18 ATTORNEY AKROTIRIANAKIS:</p> <p>19 Objection: misstates his testimony.</p> <p>20 BY ATTORNEY ANDRES:</p> <p>21 Q. When people from NSO and Q Cyber</p> <p>22 were in the United States, did they come in your</p> |
| <p style="text-align: right;">Page 95</p> <p>1 I get to -- I get to interpose</p> <p>2 objections, too.</p> <p>3 -- it assumes facts not in</p> <p>4 evidence; no foundation.</p> <p>5 ATTORNEY ANDRES: Which facts are</p> <p>6 not in evidence?</p> <p>7 ATTORNEY AKROTIRIANAKIS: Hold on.</p> <p>8 The transcript is coming in.</p> <p>9 (Whereupon, counsel reviews the</p> <p>10 material provided.)</p> <p>11 ATTORNEY AKROTIRIANAKIS: That</p> <p>12 there were financial disclosures that</p> <p>13 were required as an example of the fact</p> <p>14 that you haven't elicited.</p> <p>15 BY ATTORNEY ANDRES:</p> <p>16 Q. You said that Q Cyber filed tax</p> <p>17 returns for Westbridge?</p> <p>18 ATTORNEY AKROTIRIANAKIS:</p> <p>19 Objection: misstates his testimony.</p> <p>20 THE WITNESS: I don't remember.</p> <p>21 BY ATTORNEY ANDRES:</p> <p>22 Q. You don't remember who -- you don't</p> | <p style="text-align: right;">Page 97</p> <p>1 offices?</p> <p>2 A. Yes.</p> <p>3 Q. How frequently?</p> <p>4 A. Maybe quarterly.</p> <p>5 Q. When you say offices, can you</p> <p>6 describe -- was it one office, two offices, five,</p> <p>7 what was -- what was the physical layout?</p> <p>8 A. We had a reception area with some</p> <p>9 couches and a desk and four -- I believe four</p> <p>10 individual offices and a kitchen area --</p> <p>11 Q. Okay. Who sat --</p> <p>12 A. -- and -- I'm sorry -- and -- and a</p> <p>13 conference room.</p> <p>14 I'm sorry.</p> <p>15 Q. -- who sat in those four offices?</p> <p>16 A. I sat in one; [REDACTED] sat in</p> <p>17 one; and Josh Shaner sat in one.</p> <p>18 Q. And what type of building was it</p> <p>19 in?</p> <p>20 In terms of an office building?</p> <p>21 A. Yes.</p> <p>22 Q. Do you remember what floor it was?</p> |

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| Page 98 | Page 100 |
| <p>1 A. I believe it was the second floor.</p> <p>2 Q. Okay. And what was the rent for</p> <p>3 those facilities?</p> <p>4 A. I can't remember how much the rent</p> <p>5 was.</p> <p>6 Q. Was it more than \$10,000 --</p> <p>7 A. No, no --</p> <p>8 Q. -- a month?</p> <p>9 A. -- no, no. No.</p> <p>10 Q. Less than \$10,000 a month?</p> <p>11 A. Probably about -- I believe about</p> <p>12 1,800 to \$2,000 a month.</p> <p>13 Q. Okay. And who paid for that rent?</p> <p>14 A. Q Cyber.</p> <p>15 Q. Okay. Was computer equipment in</p> <p>16 that -- in that facility?</p> <p>17 A. We had laptops.</p> <p>18 Q. Did you rent those or buy them?</p> <p>19 A. They were provided by Q Cyber.</p> <p>20 Q. Okay. How about the office</p> <p>21 furniture? Did you buy or rent that?</p> <p>22 A. That was already in place when I</p> | <p>1 BY ATTORNEY ANDRES:</p> <p>2 Q. Okay. Let's just take a break from</p> <p>3 Westbridge for a second, finish out your -- your</p> <p>4 employment history.</p> <p>5 You left Westbridge at some</p> <p>6 point?</p> <p>7 A. Yes.</p> <p>8 Q. By the way -- I'm sorry. One other</p> <p>9 question: Where does the name Westbridge come</p> <p>10 from?</p> <p>11 ATTORNEY AKROTIRIANAKIS:</p> <p>12 Objection: no foundation.</p> <p>13 THE WITNESS: I don't know.</p> <p>14 BY ATTORNEY ANDRES:</p> <p>15 Q. You didn't -- you didn't create</p> <p>16 that name?</p> <p>17 A. No, I did not.</p> <p>18 Q. Did any of the people on the Board</p> <p>19 tell you what the name -- where the name came</p> <p>20 from?</p> <p>21 A. No.</p> <p>22 Q. Was it near a bridge?</p> |
| Page 99 | Page 101 |
| <p>1 arrived. I'm not sure how they acquired it.</p> <p>2 Q. Did you have business cards made?</p> <p>3 A. Yes.</p> <p>4 Q. Who paid for the business cards?</p> <p>5 A. Q Cyber.</p> <p>6 Q. What else did Q Cyber pay for?</p> <p>7 A. Office supplies, kitchen supplies,</p> <p>8 our travel, our payroll.</p> <p>9 Q. Is there anything related to</p> <p>10 Westbridge that wasn't paid for by Q Cyber/NSO?</p> <p>11 ATTORNEY AKROTIRIANAKIS:</p> <p>12 Objection: assumes facts not in evidence;</p> <p>13 also misstates his testimony.</p> <p>14 BY ATTORNEY ANDRES:</p> <p>15 Q. I'm not trying to characterize your</p> <p>16 testimony or state any other facts. I'm asking</p> <p>17 you whether or not there was anything related to</p> <p>18 Westbridge that Q Cyber didn't pay for.</p> <p>19 ATTORNEY AKROTIRIANAKIS:</p> <p>20 Objection: vague.</p> <p>21 THE WITNESS: No.</p> <p>22</p> | <p>1 A. No.</p> <p>2 Q. West of a bridge?</p> <p>3 A. I don't know.</p> <p>4 Q. Anybody named Westbridge ever</p> <p>5 associated with the entity?</p> <p>6 A. Not that I'm aware of.</p> <p>7 Q. Okay. So as --</p> <p>8 ATTORNEY AKROTIRIANAKIS:</p> <p>9 Objection: no foundation.</p> <p>10 ATTORNEY ANDRES: Sorry. Joe, go</p> <p>11 ahead.</p> <p>12 ATTORNEY AKROTIRIANAKIS: -- no</p> <p>13 foundation.</p> <p>14 ATTORNEY ANDRES: No foundation</p> <p>15 for what?</p> <p>16 ATTORNEY AKROTIRIANAKIS: I don't</p> <p>17 know I'm required to explain my</p> <p>18 objections, but you asked him if anybody</p> <p>19 named Westbridge was ever -- something</p> <p>20 with the entity.</p> <p>21 ATTORNEY ANDRES: And what</p> <p>22 foundation would be required to ask that</p> |

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| <p style="text-align: right;">Page 130</p> <p>1 ATTORNEY AKROTIRIANAKIS:</p> <p>2 Objection: vague.</p> <p>3 BY ATTORNEY ANDRES:</p> <p>4 Q. In -- in terms of, like, money you</p> <p>5 were paid, as opposed to equity or bonuses or --</p> <p>6 was your -- was your base salary \$250,000?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. Did you get any incentive</p> <p>9 bonuses or any commissions, or anything along</p> <p>10 those lines?</p> <p>11 A. An incentive bonus, yes.</p> <p>12 Q. What was your incentive bonus?</p> <p>13 A. I don't remember the exact amount,</p> <p>14 but it was for developing and launching the new</p> <p>15 U.S. market strategy, building a pipeline of</p> <p>16 opportunities with potential customers.</p> <p>17 Q. And how much was it?</p> <p>18 A. I don't remember.</p> <p>19 Q. Was it more than \$20,000?</p> <p>20 A. No.</p> <p>21 Q. Was it more than \$10,000?</p> <p>22 A. I don't remember.</p> | <p style="text-align: right;">Page 132</p> <p>1 incentive bonuses.</p> <p>2 ATTORNEY ANDRES: Okay.</p> <p>3 BY ATTORNEY ANDRES:</p> <p>4 Q. Did you receive more than one</p> <p>5 incentive bonus?</p> <p>6 A. No.</p> <p>7 Q. For the one incentive bonus that</p> <p>8 you received, was that paid by Q Cyber?</p> <p>9 ATTORNEY AKROTIRIANAKIS:</p> <p>10 Objection: no foundation.</p> <p>11 THE WITNESS: No; Westbridge.</p> <p>12 BY ATTORNEY ANDRES:</p> <p>13 Q. And how do you know that Westbridge</p> <p>14 paid that?</p> <p>15 A. It was in a -- it was in a -- my</p> <p>16 payroll check.</p> <p>17 Q. Okay. You testified earlier that</p> <p>18 Q Cyber funded Westbridge and -- is that right?</p> <p>19 ATTORNEY AKROTIRIANAKIS:</p> <p>20 Objection: misstates his testimony.</p> <p>21 THE WITNESS: Westbridge had its</p> <p>22 own bank account, its own banking</p> |
| <p style="text-align: right;">Page 131</p> <p>1 Q. And those bonuses came from</p> <p>2 Q Cyber?</p> <p>3 ATTORNEY AKROTIRIANAKIS: Object</p> <p>4 to the form of the question: assumes</p> <p>5 facts not in evidence.</p> <p>6 THE WITNESS: No --</p> <p>7 ATTORNEY ANDRES: Just -- sorry --</p> <p>8 to understand the objection so I can make</p> <p>9 sure.</p> <p>10 What -- what facts -- I just want</p> <p>11 to make sure that the question is</p> <p>12 appropriate.</p> <p>13 Could you just articulate what</p> <p>14 facts you have a concern about?</p> <p>15 ATTORNEY AKROTIRIANAKIS: Yeah.</p> <p>16 You asked him:</p> <p>17 "Question: Did you get any</p> <p>18 incentive bonuses?"</p> <p>19 He said:</p> <p>20 "Answer: An incentive</p> <p>21 bonus."</p> <p>22 And now you're talking about</p> | <p style="text-align: right;">Page 133</p> <p>1 services. Our payroll was paid from that</p> <p>2 bank account.</p> <p>3 Q Cyber would put money in that</p> <p>4 bank account, but all of our pay -- all</p> <p>5 of our funding that we used locally was</p> <p>6 in our Westbridge bank account.</p> <p>7 BY ATTORNEY ANDRES:</p> <p>8 Q. The money in the bank account that</p> <p>9 Westbridge used to pay salaries came from</p> <p>10 Q Cyber, right?</p> <p>11 A. Some -- one of the parent -- one of</p> <p>12 the many companies that our -- from one of those</p> <p>13 companies in the hierarchy of companies in the</p> <p>14 family.</p> <p>15 Q. So that would have been Q Cyber or</p> <p>16 NSO?</p> <p>17 A. Not NSO. Q Cyber or S.á.r.l --</p> <p>18 Q. Orally -- OSY?</p> <p>19 A. O- -- OS- -- OSY.</p> <p>20 Q. Okay. So those were the two</p> <p>21 companies that would put money in -- in</p> <p>22 Westbridge's bank account?</p> |

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| <p style="text-align: right;">Page 134</p> <p>1 A. I believe so.</p> <p>2 Q. Okay. You said that one of the --</p> <p>3 your concerns -- or one of the things that led</p> <p>4 you to leave Westbridge was this lawsuit that</p> <p>5 Meta and WhatsApp have filed, and you testified</p> <p>6 that you had discussions with the board about</p> <p>7 that.</p> <p>8 Can you explain what</p> <p>9 discussions you had with the board relating to</p> <p>10 the lawsuit?</p> <p>11 ATTORNEY AKROTIRIANAKIS:</p> <p>12 Objection: misstates his testimony.</p> <p>13 THE WITNESS: I remember meeting</p> <p>14 with [REDACTED] once and at another time</p> <p>15 with both [REDACTED] to share with them</p> <p>16 my concerns that this was another in a</p> <p>17 series of bad press articles that could</p> <p>18 impact prospects and our potential sales</p> <p>19 and that I believe it was going to be</p> <p>20 more difficult to get appointments, to</p> <p>21 get meetings, to engage new customers.</p> <p>22</p> | <p style="text-align: right;">Page 136</p> <p>1 A. Not individually --</p> <p>2 Q. Yeah.</p> <p>3 A. -- I met with him when I met with</p> <p>4 [REDACTED] And, again, the discussion was</p> <p>5 around the impact on potential prospects; current</p> <p>6 sales opportunities in the pipeline; the fact</p> <p>7 that, you know, we all knew it was difficult</p> <p>8 already to sell foreign technology into the</p> <p>9 U.S. Government market, but this was creating</p> <p>10 even more challenges.</p> <p>11 Q. So did either you, anybody on the</p> <p>12 board or anybody at Westbridge do any</p> <p>13 investigation as to the validity of the</p> <p>14 allegations in the lawsuit?</p> <p>15 A. No.</p> <p>16 ATTORNEY AKROTIRIANAKIS: No</p> <p>17 foundation.</p> <p>18 BY ATTORNEY ANDRES:</p> <p>19 Q. And as you sit here today, you have</p> <p>20 no understanding of whether or not those</p> <p>21 allegations are true or not?</p> <p>22 ATTORNEY AKROTIRIANAKIS: No</p> |
| <p style="text-align: right;">Page 135</p> <p>1 BY ATTORNEY ANDRES:</p> <p>2 Q. And what was his response?</p> <p>3 A. It -- I remember [REDACTED] saying, Yes,</p> <p>4 this -- this may make it harder, but we need to</p> <p>5 continue working to close these deals, that --</p> <p>6 you know, work through it like you have in the</p> <p>7 past with the 60 Minutes story, with the</p> <p>8 Khashoggi story, keep us apprised of any contacts</p> <p>9 from customers or partners that you hear about.</p> <p>10 But they understood that that --</p> <p>11 that was creating more challenges.</p> <p>12 Q. Did you have any other discussions</p> <p>13 with [REDACTED]</p> <p>14 A. No, not that I recall.</p> <p>15 Q. Did you and [REDACTED] discuss at</p> <p>16 any time the substance of the -- of the</p> <p>17 allegations in the lawsuit?</p> <p>18 A. No.</p> <p>19 Q. And what about with [REDACTED]</p> <p>20 A. No.</p> <p>21 Q. Did you have any discussions at all</p> <p>22 with [REDACTED]</p> | <p style="text-align: right;">Page 137</p> <p>1 foundation.</p> <p>2 THE WITNESS: I don't understand</p> <p>3 the question.</p> <p>4 BY ATTORNEY ANDRES:</p> <p>5 Q. I think you described that your</p> <p>6 concern with respect to the Meta lawsuit was the</p> <p>7 press; is that right?</p> <p>8 A. Yes.</p> <p>9 Q. Were you also concerned about the</p> <p>10 actual allegations that -- that made up the</p> <p>11 lawsuit?</p> <p>12 ATTORNEY AKROTIRIANAKIS: No</p> <p>13 foundation.</p> <p>14 THE WITNESS: No.</p> <p>15 BY ATTORNEY ANDRES:</p> <p>16 Q. Did you do anything to investigate</p> <p>17 whether or not those allegations were true or</p> <p>18 not?</p> <p>19 A. No.</p> <p>20 Q. Did you have any concerns about</p> <p>21 whether Westbridge was selling products from NSO</p> <p>22 that were engaged in conduct that violated the</p> |

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| <p style="text-align: right;">Page 162</p> <p>1 A. No.</p> <p>2 Q. And you mentioned that Pegasus is used for -- to target certain phones.</p> <p>4 Have you done demonstrations of -- of Pegasus for clients?</p> <p>6 A. No, I have not.</p> <p>7 Q. And can you explain specifically how it works?</p> <p>9 A. No, I cannot.</p> <p>10 Q. Do you know if it involves an installation vector?</p> <p>12 A. I've heard that term, but I don't know how that works.</p> <p>14 Q. Okay. When you were explaining the use of Pegasus to your clients in the United States, how did you explain it?</p> <p>17 A. That it was a technology that would allow you to find a target's phone, acquire the target's phone and exfiltrate information off the phone. If they wanted more information, then I would bring Josh in to have a technical discussion about how the system worked.</p> | <p style="text-align: right;">Page 164</p> <p>1 not Pegasus operated through unauthorized access?</p> <p>2 A. No, I do not know.</p> <p>3 Q. As you sit here today, you don't know that Pegasus, to operate, infiltrated Meta servers or WhatsApp servers?</p> <p>6 A. I don't know.</p> <p>7 ATTORNEY AKROTIRIANAKIS:</p> <p>8 Objection. The question is vague and assumes facts not in evidence.</p> <p>10 BY ATTORNEY ANDRES:</p> <p>11 Q. And based on your long-standing work in this cybersecurity community, are you -- did you ever have a concern that if Pegasus is operating through unauthorized access, that that would involve illegal conduct?</p> <p>16 ATTORNEY AKROTIRIANAKIS:</p> <p>17 Objection: incomplete hypothetical; also, it assumes facts not in evidence; no foundation.</p> <p>20 THE WITNESS: I did not know Pegasus was operating in an unauthorized manner.</p> |
| <p style="text-align: right;">Page 163</p> <p>1 Q. Josh Shaner?</p> <p>2 A. Yes.</p> <p>3 Q. And would you ever rely on technical advice from people at NSO with respect to your clients?</p> <p>6 A. No.</p> <p>7 Q. So you never put -- put somebody from -- one of your clients in touch with anyone at NSO to explain the technology?</p> <p>10 A. No, not directly.</p> <p>11 There were clients here in the U.S. who requested deeper technical knowledge than Josh Shaner had --</p> <p>14 Q. Okay.</p> <p>15 A. -- and they would come from Israel to meet with us and those clients.</p> <p>17 Q. And some of the capacity of -- of Pegasus to obtain information involved the infiltration into unauthorized servers; is that correct?</p> <p>21 A. I have no idea.</p> <p>22 Q. You -- you don't know whether or</p> | <p style="text-align: right;">Page 165</p> <p>1 BY ATTORNEY ANDRES:</p> <p>2 Q. Pegasus has the ability to capture encrypted messages off communication applications, right?</p> <p>5 ATTORNEY AKROTIRIANAKIS:</p> <p>6 Objection: no foundation; also misstates.</p> <p>7 THE WITNESS: It's one of the features of the -- of the system.</p> <p>9 BY ATTORNEY ANDRES:</p> <p>10 Q. It's an important feature, correct?</p> <p>11 A. To some customers, it was an important feature.</p> <p>13 Q. Sure. And do you have any knowledge as to whether when Westbridge sells Pegasus to have encrypted messages captured, that that potentially violates the law?</p> <p>17 ATTORNEY AKROTIRIANAKIS:</p> <p>18 Objection: misstates --</p> <p>19 THE WITNESS: I don't know.</p> <p>20 ATTORNEY ANDRES: Hold on --</p> <p>21 BY ATTORNEY ANDRES:</p> <p>22 Q. You don't know --</p> |

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| <p>1 THE WITNESS: No.</p> <p>2 BY ATTORNEY ANDRES:</p> <p>3 Q. What was E-Tel?</p> <p>4 A. Oh, I apologize. E -- E-Tel was</p> <p>5 a -- a reseller partner.</p> <p>6 Q. And who worked at E-Tel?</p> <p>7 A. [REDACTED]</p> <p>8 Q. Yeah.</p> <p>9 What about Compass?</p> <p>10 A. No.</p> <p>11 Q. And what is a -- what is a -- in</p> <p>12 what fashion did E-Tel operate as a reseller?</p> <p>13 ATTORNEY AKROTIRIANAKIS: Object</p> <p>14 to the form of the question.</p> <p>15 THE WITNESS: They facilitated</p> <p>16 meetings with contacts they had in the</p> <p>17 U.S. Government.</p> <p>18 BY ATTORNEY ANDRES:</p> <p>19 Q. And you're not familiar with</p> <p>20 Compass Stratagem?</p> <p>21 A. Yes, I am.</p> <p>22 Q. Who's that?</p> | <p>Page 190</p> <p>1 fees.</p> <p>2 Q. And who paid those commissions or</p> <p>3 success fees?</p> <p>4 A. Westbridge.</p> <p>5 Q. And where did Westbridge get the</p> <p>6 financing to pay those commissions or success</p> <p>7 fees?</p> <p>8 A. From the revenue that was generated</p> <p>9 from the sale and then paid from OSY or Q into</p> <p>10 the Westbridge account.</p> <p>11 Q. So Q had some role in compensating</p> <p>12 the resellers?</p> <p>13 ATTORNEY AKROTIRIANAKIS:</p> <p>14 Objection: misstates his testimony; no</p> <p>15 foundation.</p> <p>16 THE WITNESS: Again, funding from</p> <p>17 the -- one of the companies -- OSY, Q --</p> <p>18 into the Westbridge account. And then</p> <p>19 Westbridge ended up -- ended up paying</p> <p>20 the consultants and the reseller fees.</p> <p>21 BY ATTORNEY ANDRES:</p> <p>22 Q. So in that regard, Westbridge was a</p> | <p>Page 192</p> |
| <p>1 A. That's [REDACTED] company.</p> <p>2 Q. And they were a reseller?</p> <p>3 ATTORNEY AKROTIRIANAKIS: Object</p> <p>4 to the form -- well, go ahead.</p> <p>5 THE WITNESS: No.</p> <p>6 BY ATTORNEY ANDRES:</p> <p>7 Q. Were they an agent of Westbridge?</p> <p>8 A. They were a consultant.</p> <p>9 Q. And what did they do in terms of</p> <p>10 consultant?</p> <p>11 A. Set up meetings with contacts they</p> <p>12 had in U.S. Government agencies.</p> <p>13 Q. How did Compass Stratagem as a</p> <p>14 consultant -- how did their role differ from</p> <p>15 E-Tel as a reseller?</p> <p>16 A. E-Tel had contracting vehicles or</p> <p>17 existing contracts with Government agencies for</p> <p>18 which their contacts could acquire technologies.</p> <p>19 Compass was a single propriety</p> <p>20 consultancy.</p> <p>21 Q. How were resellers compensated?</p> <p>22 A. Through commissions or success</p> | <p>Page 191</p> <p>1 pass-through for the payment from Q Cyber or</p> <p>2 somebody in Israel to the reseller?</p> <p>3 ATTORNEY AKROTIRIANAKIS: Object</p> <p>4 to the form of the question -- questions,</p> <p>5 really: no foundation; also calls for a</p> <p>6 legal conclusion.</p> <p>7 THE WITNESS: Again, Westbridge</p> <p>8 paid the consultants and the resellers.</p> <p>9 The consultants had retainers.</p> <p>10 The resellers were based on a commission</p> <p>11 or success fee.</p> <p>12 BY ATTORNEY ANDRES:</p> <p>13 Q. What about the revenue from these</p> <p>14 sales? Did that go to Q Cyber?</p> <p>15 ATTORNEY AKROTIRIANAKIS: Object</p> <p>16 to the form of the question.</p> <p>17 THE WITNESS: I believe so, yes.</p> <p>18 BY ATTORNEY ANDRES:</p> <p>19 Q. And just to be clear about the</p> <p>20 payment of the resellers, the money -- there are,</p> <p>21 say, two transactions. The money goes from</p> <p>22 Q Cyber to Westbridge. That's Transaction 1.</p> | <p>Page 193</p> |

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| <p style="text-align: right;">Page 198</p> <p>1 not approved any payment. I plan to meet them 2 again in two weeks and bring this up again. 3 That's an e-mail that you 4 wrote. 5 Do you see that? 6 A. Yes. 7 Q. When you write, "Management still 8 has not approved this payment," what do you mean 9 by that? 10 A. The Westbridge board. 11 Q. Okay. And do you -- do you have 12 a -- aware that there was a planned meeting two 13 weeks later with the Westbridge board? 14 A. I was hoping to meet with them 15 again in two weeks. 16 Q. Okay. If you go back to this 17 second -- the first page -- the back of the first 18 page says 5203. Now we're in December, 19 December 24, 2019, and you're writing back to 20 [REDACTED] and also somebody named [REDACTED] 21 It says -- he had asked you 22 about the status, and you write, Unfortunately,</p> | <p style="text-align: right;">Page 200</p> <p>1 A. No. 2 Q. That is a reference to newly hired 3 general counsel at NSO, correct? 4 ATTORNEY AKROTIRIANAKIS: 5 Objection: no foundation. 6 THE WITNESS: I don't know if it 7 was NSO or Q Cyber. 8 BY ATTORNEY ANDRES: 9 Q. And so the payments that were going 10 to E-Tel were coming from NSO and Q Cyber; is 11 that correct? 12 ATTORNEY AKROTIRIANAKIS: 13 Objection: leading; no foundation. 14 THE WITNESS: No; they were 15 being -- they were going to be made from 16 Westbridge, but Westbridge had to receive 17 the money from OSY or Q. 18 BY ATTORNEY ANDRES: 19 Q. As a pass-through? Westbridge was 20 a pass-through in that regard? 21 ATTORNEY AKROTIRIANAKIS: 22 Objection to the form of the question.</p> |
| <p style="text-align: right;">Page 199</p> <p>1 no [REDACTED] no updates. I was at our overseas 2 headquarters this past week and inquired to the 3 status of payment and was told that payment 4 consideration was now with our newly hired 5 general counsel. 6 Do you see that? 7 A. Yes. 8 Q. Westbridge Technologies does not 9 have an overseas headquarters, does it? 10 A. No, it does not. 11 Q. That reference to overseas 12 headquarters is a reference to NSO or Q Cyber, 13 correct? 14 A. Yes. 15 Q. Okay. And then it says, [as read] 16 Inquired the status of the payment and told that 17 payment consideration was now done newly hired 18 general counsel. 19 Do you see that? 20 A. Yes. 21 Q. Did Westbridge -- Westbridge 22 Technologies ever have a general counsel?</p> | <p style="text-align: right;">Page 201</p> <p>1 THE WITNESS: Yes. 2 BY ATTORNEY ANDRES: 3 Q. Okay. You can put that aside. 4 Thank you. 5 Westbridge was located in 6 Maryland, correct? 7 A. Yes. 8 Q. And who chose to put the company in 9 -- in West -- in -- in -- in Maryland in 10 Bethesda? 11 A. It was there before I started. 12 ATTORNEY AKROTIRIANAKIS: Object 13 to the form of the question; no 14 foundation; also -- 15 BY ATTORNEY ANDRES: 16 Q. Fair to say you had -- 17 ATTORNEY ANDRES: Sorry. 18 ATTORNEY AKROTIRIANAKIS: -- also 19 misstates the testimony. 20 BY ATTORNEY ANDRES: 21 Q. -- fair to say you had no role in 22 deciding where the Westbridge offices would be?</p> |

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| <p style="text-align: right;">Page 210</p> <p>1 ATTORNEY AKROTIRIANAKIS: Do you 2 want to break for lunch, Greg? 3 Are you done with this document? 4 ATTORNEY ANDRES: Sure. 5 Does that work? 6 THE WITNESS: Sure. 7 ATTORNEY ANDRES: Okay. 8 THE VIDEOGRAPHER: The time is 9 12:45 p.m. We're going off the record. 10 --oOo-- 11 (Whereupon, at 12:45 p.m. EDT, a 12 luncheon recess was taken.) 13 --oOo-- 14 15 16 17 18 19 20 21 22</p> | <p style="text-align: right;">Page 212</p> <p>1 me. I think you don't have your mic on. 2 ATTORNEY ANDRES: Yes. Thank you. 3 BY ATTORNEY ANDRES: 4 Q. -- Mr. DiVittorio, earlier, you 5 testified that if clients had technical questions 6 that you couldn't answer and required deeper 7 technical people, that there were people from NSO 8 that would come from Israel. 9 Do you remember that testimony? 10 A. Yeah -- 11 ATTORNEY AKROTIRIANAKIS: 12 Objection: misstates his testimony. 13 THE WITNESS: -- yes. 14 BY ATTORNEY ANDRES: 15 Q. So I have two questions: One, what 16 clients require more technical people to come 17 from Israel; and, Two, Who would come to Israel 18 to address those technical issues? 19 A. One client was the FBI; another 20 client was U.S. Cyber Command. 21 I think those are the only two. 22 Q. And who from Israel came to provide</p> |
| <p style="text-align: right;">Page 211</p> <p>1 AFTERNOON SESSION 2 (1:40 p.m. EDT.) 3 --oOo-- 4 TERRENCE PATRICK DIVITTORIO, 5 was called for continued examination and, after 6 having been previously duly sworn by the certified 7 stenographer to tell the truth, the whole truth and 8 nothing but the truth, was examined and testified 9 further as follows: 10 --oOo-- 11 THE VIDEOGRAPHER: The time is 12 1:40 p.m. We're going back on the 13 record. 14 Please proceed, Counsel. 15 --oOo-- 16 EXAMINATION (CONTINUED) BY COUNSEL FOR PLAINTIFFS 17 --oOo-- 18 BY ATTORNEY ANDRES: 19 Q. Mr. DiVittorio, earlier, you 20 testified that if there were questions from your 21 client's -- 22 CERTIFIED STENOGRAPHER: Excuse</p> | <p style="text-align: right;">Page 213</p> <p>1 the technical information? 2 A. [REDACTED] would come and the CTO, 3 a guy named [REDACTED] I don't know his last 4 name. 5 Another engineer, presales 6 engineer, named [REDACTED] He came one time. 7 Another engineer named 8 [REDACTED] 9 Q. And they were from NSO? 10 A. Yes. 11 Q. Okay. And what were their roles at 12 NSO? 13 A. So [REDACTED] was the CTO, chief 14 technology officer; [REDACTED] were 15 presales engineers. 16 Q. Did you say -- I might have 17 missed -- did you say [REDACTED] also came over? 18 A. [REDACTED] 19 Q. [REDACTED] 20 A. I believe that's how you say it. 21 Q. And he -- he -- or she also came 22 over to the United States?</p> |

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| | Page 214 | | Page 216 |
| 1 | A. Yes, he did. | 1 | look at it? |
| 2 | Q. To provide technical information? | 2 | A. Yes. |
| 3 | A. Yes. | 3 | Q. So this is a WhatsApp communication |
| 4 | Q. And his or her -- is it a him or a | 4 | between you and [REDACTED] on November 20th, |
| 5 | her? | 5 | 2018. |
| 6 | A. It's a him. | 6 | Do you see that? |
| 7 | Q. His nickname was [REDACTED] | 7 | A. Yes. |
| 8 | A. [REDACTED] | 8 | Q. If you look at the first entry at |
| 9 | Q. [REDACTED] Okay. Thank you. | 9 | 14:09:30, [REDACTED] writes, Hi. Are you planning to |
| 10 | Okay. Can I -- you testified | 10 | come to Israel? If so, please send purpose and |
| 11 | earlier about the level of detail that you were | 11 | agenda first. Any development with FOSIL? |
| 12 | aware of in terms of Pegasus and how you | 12 | Do you see that? |
| 13 | described that to your clients. | 13 | A. Yes. |
| 14 | Do you remember that? | 14 | Q. "FOSIL" is a -- is a reference to |
| 15 | A. Yes. | 15 | the FBI; is that correct? |
| 16 | Q. Did you ever ask for additional | 16 | A. Yes. |
| 17 | training from NSO about the details of Pegasus? | 17 | Q. It's a code name? |
| 18 | A. No. | 18 | A. Yes. |
| 19 | Q. Never? | 19 | Q. In the next -- in response, |
| 20 | A. Never. | 20 | six minutes or so later, you write, Hi [REDACTED] |
| 21 | ATTORNEY ANDRES: Can I get | 21 | Yes. Purpose is, 1), conduct internal kickoff |
| 22 | Tab 44? | 22 | meeting for DACIA with [REDACTED] |
| | Page 215 | | Page 217 |
| 1 | --oOo-- | 1 | Do you see that? |
| 2 | (Deposition Exhibit Number 2076, | 2 | A. Yes. |
| 3 | WhatsApp chat, Bates stamped | 3 | Q. What is DACIA, and who is [REDACTED] |
| 4 | DIVITTORIO_WHATSAPP_00000055 | 4 | [REDACTED] |
| 5 | through | 5 | A. DACIA is the code name for the |
| 6 | DIVITTORIO_WHATSAPP_00000057, | 6 | country for which CIA was going to provide |
| 7 | marked for identification, as of | 7 | Pegasus. |
| 8 | this date.) | 8 | Q. And what country is that? |
| 9 | --oOo-- | 9 | A. Djibouti. |
| 10 | BY ATTORNEY ANDRES: | 10 | Q. And who's [REDACTED] |
| 11 | Q. I'm showing you Exhibit 2076. | 11 | A. [REDACTED] were the engineers |
| 12 | ATTORNEY ANDRES: Do you have a | 12 | who were going to be installing the system in |
| 13 | copy for Joe? | 13 | Djibouti. |
| 14 | BY ATTORNEY ANDRES: | 14 | Q. And then you write, Number 2), |
| 15 | Q. This is a series of text messages, | 15 | receive PGSS 3 demonstration training for |
| 16 | Mr. DiVittorio, between you and [REDACTED] | 16 | upcoming U.S. Cyber Command demonstration 7 |
| 17 | Please take a look and read whatever you want. | 17 | December. |
| 18 | I'm going to ask you a series of questions. | 18 | Do you see that? |
| 19 | (Whereupon, the witness reviews | 19 | A. Yes. |
| 20 | the material provided.) | 20 | Q. "PGSS 3" is Pegasus? |
| 21 | BY ATTORNEY ANDRES: | 21 | A. Yes. |
| 22 | Q. Have you had a chance to take a | 22 | Q. And this reflects that you're |

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| <p style="text-align: right;">Page 246</p> <p>1 Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. What does that relate to?</p> <p>4 A. I don't remember.</p> <p>5 Q. But it relates to selling Pegasus</p> <p>6 for a reduced price; is that fair?</p> <p>7 A. Yes.</p> <p>8 Q. And you only had two Pegasus</p> <p>9 customers in the United States; is that correct?</p> <p>10 A. Yes.</p> <p>11 Q. So is it fair to say this relates</p> <p>12 either to the FBI or the CIA?</p> <p>13 ATTORNEY AKROTIRIANAKIS:</p> <p>14 Objection: no foundation; also misstates</p> <p>15 the document.</p> <p>16 THE WITNESS: No. It could be any</p> <p>17 number of prospective customers.</p> <p>18 BY ATTORNEY ANDRES:</p> <p>19 Q. Understood.</p> <p>20 --oOo--</p> <p>21 (Deposition Exhibit Number 2083,</p> <p>22 WhatsApp chat, Bates stamped</p> | <p style="text-align: right;">Page 248</p> <p>1 A. That refers to an opportunity with</p> <p>2 Cyber Command for a limited proof of concept that</p> <p>3 we were pursuing.</p> <p>4 Q. And then in 10:38 -- 36:39, you</p> <p>5 say, Okay. Let's do it after the call with</p> <p>6 [REDACTED]</p> <p>7 [REDACTED] a reference to the</p> <p>8 FBI; is that correct?</p> <p>9 A. No. That's a sales representative</p> <p>10 in Israel.</p> <p>11 Q. Okay. And then it says, How did</p> <p>12 [REDACTED] react?</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And [REDACTED] writes, So so . . . but I</p> <p>16 think we can get her to agree. What we need is</p> <p>17 exact details of who the customer is, where he is</p> <p>18 going to use it and our side of a conditions to</p> <p>19 this very low price.</p> <p>20 Do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. That message from [REDACTED] suggests or</p> |
| <p style="text-align: right;">Page 247</p> <p>1 DIVITTORIO_WHATSAPP_00000017</p> <p>2 through</p> <p>3 DIVITTORIO_WHATSAPP_00000019,</p> <p>4 marked for identification, as of</p> <p>5 this date.)</p> <p>6 --oOo--</p> <p>7 BY ATTORNEY ANDRES:</p> <p>8 Q. Let me show you Exhibit 2083.</p> <p>9 THE WITNESS: I'm sorry.</p> <p>10 ATTORNEY AKROTIRIANAKIS: Thank</p> <p>11 you.</p> <p>12 BY ATTORNEY ANDRES:</p> <p>13 Q. Okay. This is a -- an e-mail --</p> <p>14 I'm sorry -- this is a WhatsApp message between</p> <p>15 you and [REDACTED] on April 10th, 2018.</p> <p>16 Do you see in the first</p> <p>17 message, you say, Hey man, Can we chat in two</p> <p>18 hours about new thoughts on the Cyber Command</p> <p>19 700,000 K deal I have?</p> <p>20 Do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. Who does that refer to?</p> | <p style="text-align: right;">Page 249</p> <p>1 implies that you need the permission of [REDACTED] to</p> <p>2 sell to a particular customer and know where</p> <p>3 they're going to use it; is that correct?</p> <p>4 ATTORNEY AKROTIRIANAKIS: Object</p> <p>5 to the form of the question: it misstates</p> <p>6 the document; also misread the document;</p> <p>7 no foundation.</p> <p>8 THE WITNESS: No. And [REDACTED] would</p> <p>9 make recommendations on whether or not</p> <p>10 they would impact the -- or devalue sale</p> <p>11 prices for other customers. So [REDACTED] was</p> <p>12 worried that if we sell it -- sold it to</p> <p>13 Cyber Command for 700,000, that every</p> <p>14 other customer in the U.S. would want it</p> <p>15 for 700,000.</p> <p>16 BY ATTORNEY ANDRES:</p> <p>17 Q. But in either case, she had a --</p> <p>18 you were -- she was inputting as to whether the</p> <p>19 price and customer were appropriate?</p> <p>20 ATTORNEY AKROTIRIANAKIS: Object</p> <p>21 to the form of the question: misstates</p> <p>22 the testimony and the document.</p> |

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| <p style="text-align: right;">Page 250</p> <p>1 THE WITNESS: No. She would only 2 recommend whether she thought it would 3 be -- devalue the price for other 4 customers and also impact outside the 5 U.S. sales if there were any 6 collaboration between U.S. Government 7 agencies and Five Eye customers or other 8 customers around the world.</p> <p>9 BY ATTORNEY ANDRES:</p> <p>10 Q. Where -- where is there some 11 reference to Five Eyes?</p> <p>12 A. There isn't. This is what I 13 remember and what I know from conversations.</p> <p>14 Q. And this -- but this is explicitly 15 talking about approval; isn't that correct?</p> <p>16 ATTORNEY AKROTIRIANAKIS: Object 17 to the form of the question: it misstates 18 the document.</p> <p>19 THE WITNESS: Again, if -- it was 20 more around her recommendation and 21 whether we should move forward with this 22 or not and the impact of the overall</p> | <p style="text-align: right;">Page 252</p> <p>1 DIVITTORIO_WHATSAPP00000078. 2 I'm just going to ask you to 3 look inside the front page. There's a cus- -- 4 customer reference that says, Dear Mr. Cibas -- 5 or Cibas -- I may be -- C-I-B-A-S -- and it's -- 6 there's a signature block for you. 7 Who is that? 8 A. Oh. He's a special agent with 9 the -- the Drug Enforcement Agency, DEA. 10 Q. Okay. And the first page ref -- 11 reflects that this is a price quote for Pegasus, 12 Landmark and PiXcell to the DEA? 13 A. Um-hum. 14 Q. Okay. Put that aside. 15 ATTORNEY ANDRES: Forty-two -- 16 Tab 42. 17 --oOo-- 18 (Deposition Exhibit Number 2085, 19 WhatsApp chat, Bates stamped 20 COMPASS_WHATSAPP_00000264, marked 21 for identification, as of this 22 date.)</p> |
| <p>1 business.</p> <p>2 BY ATTORNEY ANDRES:</p> <p>3 Q. Okay. You can put that aside.</p> <p>4 ATTORNEY ANDRES: Tab 50.</p> <p>5 --oOo--</p> <p>6 (Deposition Exhibit Number 2084, 7 Westbridge Price Quote, Pegasus, 8 Landmark and PiXcell, September 9 3, 2018, Bates stamped 10 DIVITTORIO_WHATSAPP_00000078 11 through 12 DIVITTORIO_WHATSAPP_00000093, 13 marked for identification, as of 14 this date.)</p> <p>15 --oOo--</p> <p>16 BY ATTORNEY ANDRES:</p> <p>17 Q. I'm showing you Exhibit 2084, which 18 is a document --</p> <p>19 ATTORNEY AKROTIRIANAKIS: Can you 20 hand that?</p> <p>21 BY ATTORNEY ANDRES:</p> <p>22 Q. -- Bates Number</p> | <p style="text-align: right;">Page 253</p> <p>1 --oOo--</p> <p>2 BY ATTORNEY ANDRES:</p> <p>3 Q. Showing you Exhibit 2085. 4 Take a look at this. This is 5 communications between you and [REDACTED] from 6 November 11th, 2018. 7 Do you see that? 8 A. Yes. 9 Q. At 4:48:08, you write, Been working 10 most of the day... closed to CIA deal, \$4 11 million. 12 What does that refer to? 13 A. The -- the CIA deal -- 14 Q. And it was -- 15 A. -- sale to the CIA. 16 Q. -- and it was \$4 million? 17 A. Yes. 18 Q. And then two down, at 4:58:16, it 19 says, So with that and FBI, 7.6 million closed. 20 Do you see that? 21 A. Yes. 22 Q. What does that refer to?</p> |

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| <p style="text-align: right;">Page 262</p> <p>1 be able to ask a question like "Any other 2 thoughts?" if we were in court, which we 3 are.</p> <p>4 So why don't you ask a question 5 that you would ask in court? And then 6 the witness can answer.</p> <p>7 BY ATTORNEY ANDRES:</p> <p>8 Q. Mr. DiVittorio --</p> <p>9 ATTORNEY ANDRES: Are you 10 finished?</p> <p>11 BY ATTORNEY ANDRES:</p> <p>12 Q. -- I'm asking if you have any other 13 thoughts about the text at 15:17:01.</p> <p>14 A. No.</p> <p>15 ATTORNEY ANDRES: Tab 10.</p> <p>16 Okay. I gotcha.</p> <p>17 What about this document? 18 (Sotto voce discussion between 19 co-counsel.)</p> <p>20 BY ATTORNEY ANDRES:</p> <p>21 Q. I'm going to show you a document, 22 2087.</p> | <p style="text-align: right;">Page 264</p> <p>1 stamped 2 DIVITTORIO_WHATSAPP_00000131, 3 marked for identification, as of 4 this date.)</p> <p>5 --oOo--</p> <p>6 BY ATTORNEY ANDRES:</p> <p>7 Q. I'm going to also show you 2- -- 8 2088.</p> <p>9 The first document is a -- is a 10 letter from the FBI on December 4th, 2018 to the 11 State of Israel, Ministry of Defense, certifying 12 that a Delaware company is authorized to purchase 13 Pegasus on its behalf.</p> <p>14 Do you see that?</p> <p>15 A. Yes.</p> <p>16 Q. Is this the sale of Pegasus to the 17 FBI that you were involved in?</p> <p>18 A. Yes.</p> <p>19 Q. And the second document, 2088, is 20 -- looks like a Defense Export Control 21 certificate.</p> <p>22 Do you see that?</p> |
| <p style="text-align: right;">Page 263</p> <p>1 --oOo--</p> <p>2 (Deposition Exhibit Number 2087, 3 Letter, Bates stamped 4 DIVITTORIO_WHATSAPP_00000132, 5 marked for identification, as of 6 this date.)</p> <p>7 --oOo--</p> <p>8 ATTORNEY ANDRES: It's -- it's the 9 same piece of paper. 10 Doesn't it come with that? 11 (Sotto voce discussion between 12 co-counsel.)</p> <p>13 ATTORNEY ANDRES: Give me that 14 one, too. Mark it separately.</p> <p>15 BY ATTORNEY ANDRES:</p> <p>16 Q. Take a look that. I'm going to 17 show you another related document.</p> <p>18 A. Does Joe get one?</p> <p>19 Q. Yeah.</p> <p>20 --oOo--</p> <p>21 (Deposition Exhibit Number 2088, 22 End Use/User Certificate, Bates</p> | <p style="text-align: right;">Page 265</p> <p>1 A. Yes.</p> <p>2 Q. And the signature of the cosignee 3 is Steven Pandelides, who's a section chief.</p> <p>4 Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. And that is the same name on the 7 letter in 2087.</p> <p>8 Do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. And the date of the letter is 11 December 4th, 2018, and the date of the letter is 12 December 7th, '18.</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And with respect to the export 16 license, who secured that?</p> <p>17 ATTORNEY AKROTIRIANAKIS: Object 18 to the form of the question.</p> <p>19 THE WITNESS: I don't understand 20 the question.</p> <p>21 BY ATTORNEY ANDRES:</p> <p>22 Q. Did somebody -- you were involved</p> |

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| 1 A. Yes. 2 Q. Did Westbridge have its own bank 3 account? 4 A. Yes. 5 Q. And you mentioned previously that 6 [REDACTED] was a member of Westbridge's board of 7 directors. 8 Did Westbridge have other 9 members of its board of directors? 10 A. Yes. 11 Q. And I believe you testified to the 12 other gentleman as [REDACTED] 13 A. Yes. 14 Q. Westbridge was organized under the 15 laws of some state in the United States? 16 A. Yes. 17 Q. And do you remember which one? 18 A. Delaware. 19 Q. Did Westbridge have its own annual 20 operating budget? 21 A. Yes. 22 Q. And who would -- who would draft | Page 274 | 1 --oOo-- 2 (Deposition Exhibit Number 2009 3 was previously marked for 4 identification and handed to the 5 witness.) 6 --oOo-- 7 ATTORNEY AKROTIRIANAKIS: Thank 8 you. 9 ATTORNEY ANDRES: I'm trying to 10 avoid the camera. It's not a great look. 11 BY ATTORNEY AKROTIRIANAKIS: 12 Q. Now, during your direct 13 examination, you testified to a -- a company 14 called Francisco Partners. 15 Do you recall that testimony? 16 A. Yes. 17 ATTORNEY ANDRES: Object. Before 18 we get to the document, I'll just ask -- 19 this doesn't have a Bates number. 20 Was it produced, or where does it 21 come from? 22 ATTORNEY AKROTIRIANAKIS: Yeah, it | Page 276 |
| 1 that budget? 2 A. I would draft it and share with the 3 board of directors. 4 Q. And who would approve the budget 5 that you drafted and shared with the board of 6 directors? 7 A. The board. 8 Q. What sorts of items would be paid 9 out of Westbridge's annual operating budget? 10 A. Our payroll, our health insurance, 11 our 401(k), our rent space, any administrative 12 office supplies, taxes, any printing or marketing 13 materials that we needed to generate, conferences 14 or expo fees, travel. 15 Q. Does Westbridge have its own 16 accountants and lawyers local here in -- in 17 either Maryland or Virginia? 18 A. No. 19 Q. I want to show you an exhibit that 20 was previously marked as Exhibit 2009. 21 22 | Page 275 | 1 was previously marked as Exhibit 2009. 2 ATTORNEY ANDRES: Okay. Thank 3 you. 4 BY ATTORNEY AKROTIRIANAKIS: 5 Q. You understood that Francisco 6 Partners was a -- was an investor in one of the 7 family of companies? 8 A. My understanding was that they 9 acquired NSO and Circles. 10 Q. And did you understand that they 11 had acquired 100 percent or some other percentage 12 of -- or some lesser percentage of -- of some of 13 these related entities? 14 A. I believe it was a lesser 15 percentage than 100, but I can't be sure what the 16 number was. 17 Q. Okay. Do you know what the name of 18 the holding company was that held the -- the 19 shares to the -- to the entity that was acquired 20 -- majority acquired by Francisco Partners? 21 A. I don't remember. 22 Q. Okay. Do you know where that | Page 277 |

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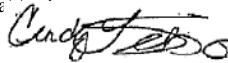
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|---|--|
| <p style="text-align: right;">Page 342</p> <p>1 I, Cindy L. Sebo, Nationally Certified Court 2 Reporter herein, do hereby certify that the foregoing 3 deposition of TERRENCE PATRICK DIVITTORIO was taken 4 before me pursuant to notice at the time and place 5 indicated; that said witness duly swore to tell the 6 truth, the whole truth, and nothing but the truth 7 under penalties of perjury; that said testimony of 8 witness was correctly recorded to the best of my 9 abilities in machine shorthand, thereafter 10 transcribed under my supervision with computer-aided 11 transcription; that deposition is a true and accurate 12 record of the testimony given by the witness; that I 13 am neither counsel, nor kin to any party in said 14 action, nor interested in the outcome; and that a 15 copy of this transcript obtained from a source other 16 than the court reporting firm, including an adversary 17 or co-counsel in the matter, is uncertified and may 18 not be used.</p> <p style="text-align: center;"></p> <p>19 _____ 20 CINDY L. SEBO, RMR, CRR, CLR, RPR, CCR, CSR, 21 RSA, CA CSR 14409, NJ Certified CR 30XI0024460, NJ Certified RT 30XR00019500, NM CSR 589, NY 22 Realtime Court Reporter, NY Association Certified Reporter, OR CSR 230105, TN CSR 998, TX CSR 12778, WA CSR 23005926, Notary Public</p> | <p style="text-align: right;">Page 344</p> <p>1 ERRATA SHEET 2 WHATSAPP INC., et al. vs. NSO GROUP TECHNOLOGIES LTD. et al. 3 9/18/2024 - Terrence Patrick Divittorio (#6891990) 4 PAGE LINE CORRECTION AND REASON 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____ 16 _____ 17 _____ 18 _____ 19 _____ 20 _____ 21 _____ 22 Terrence Patrick Divittorio Date</p> |
| <p style="text-align: right;">Page 343</p> <p>1 JOSEPH AKROTIRIANAKIS, ESQ. 2 jakro@kslaw.com 3 September 26, 2024 4 RE: WHATSAPP INC., et al. vs. NSO GROUP TECHNOLOGIES LTD. et al. 5 9/18/2024, Terrence Patrick Divittorio (#6891990) 6 The above-referenced transcript is available for 7 review. 8 Within the applicable timeframe, the witness should 9 read the testimony to verify its accuracy. If there are 10 any changes, the witness should note those with the 11 reason, on the attached Errata Sheet. 12 The witness should sign the Acknowledgment of 13 Deponent and Errata and return to the deposing attorney. 14 Copies should be sent to all counsel, and to Veritext at 15 cs-ny@veritext.com. 16 Return completed errata within 30 days from 17 receipt of testimony. 18 If the witness fails to do so within the time 19 allotted, the transcript may be used as if signed. 20 21 Yours, Veritext Legal Solutions 22</p> | <p style="text-align: right;">Page 345</p> <p>1 ERRATA SHEET 2 WHATSAPP INC., et al. vs. NSO GROUP TECHNOLOGIES LTD. et al. 3 9/18/2024 - Terrence Patrick Divittorio (#6891990) 4 PAGE LINE CORRECTION AND REASON 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____ 16 _____ 17 _____ 18 _____ 19 _____ 20 _____ 21 _____ 22 Terrence Patrick Divittorio Date</p> |

EXHIBIT 31

FILED UNDER SEAL

Message

From: Terry DiVittorio [REDACTED]
Sent: 21/08/2019 09:03:13
To: Tomer Timor [/o=First Organization/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=d550c13d0f684983b5fac075c4f4353e-Tomer]
CC: [REDACTED]
[REDACTED]
[REDACTED] Josh Shaner [REDACTED]
[REDACTED]
[REDACTED]
Subject: Re [REDACTED] - Per Court Order 1st day of training

Thanks [REDACTED] great to hear Day 1 went well.

I will be in the office today around 11:45am and will stop in to greet the attendees.

[REDACTED]

Sent from my iPhone

On Aug 21, 2019, at 11:20 AM, [REDACTED] wrote:

Hi [REDACTED]

Thanks for the summary and very glad to hear it is going well !

Redacted – Export Controlled

Good luck with the rest of the week !

From: [REDACTED]
Sent: Wednesday, August 21, 2019 12:07 AM
To: [REDACTED] Terry DiVittorio [REDACTED]
Cc: [REDACTED] Josh Shaner [REDACTED]
Subject: [REDACTED] - Per Court Order 1st day of training

Hi All,

Today we began the training fo [REDACTED – Per Court Order] in general they are very smart and already have a pretty good understanding of the system. They were interested to know about other solutions we may have (cloud for example) and covert vector for android, as they asked directly I told them that we do have cloud capabilities that they have not purchased and regarding the covert android I told them it is something we are working on and don't have an estimation to when it may be available because it is still in research stages.

Participants: 7, 1 who has seen demos in the past of PGS2.

They are mostly from tech backgrounds, a few with intelligence background.

At this time they are not divided into roles, and will probably all be doing everything on the system.

Today's content: intro, full system demo, target profiling, SE exercise, installations, hands-on practice: each one practiced every vector, assembling domains, cases.

PGS env: sales 6, fortunately it's working really well.

Special thanks to Josh and Ben for helping me set up, test the system and entertain the guests ☺

Have a great evening/morning!

[REDACTED] Training Expert, System Training & Intelligence | NSO Group Ltd.

* All Materials included in this email are property of NSO Group Ltd. and are strictly confidential * 2019 *

<image001.jpg>

EXHIBIT 32

FILED UNDER SEAL

Device: iPhone XS Max

Application: WhatsApp

Active Participants: Terry DiVittorio [REDACTED]
[REDACTED]

Date/Time Start: 02/01/2018 03:53 PM

Date/Time End: 02/01/2018 08:06 PM

Subject:

| Time | From | Message Body | Tags |
|----------|--|--|------|
| 15:53:00 | Terry DiVittorio - [REDACTED] [REDACTED] | Can we get on a call to catch up Sunday after the management meeting? Lots to discuss and not all bad! 😊 | |
| 16:38:42 | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | Sure! | |
| 16:38:56 | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | Sunday is the kick off | |
| 16:39:09 | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | Is Monday meeting still on? | |
| 20:03:59 | Terry DiVittorio - [REDACTED] [REDACTED] | Forgot Sunday was the kickoff, maybe Monday early for me we can try. And yes, Monday's POC is a go, we also have customer demos Tuesday and Friday next week, (Langley, Intel Agency and US Secret Service). | |
| 20:06:22 | Terry DiVittorio - [REDACTED] [REDACTED] | Productive week this week in California. FBI Los Angeles Field Office and San Bernardino customers. San Bernardino opportunity includes Landmark, PiXcell and PGSS. We'll have to customize PGSS for their use but understand this is very doable. | |

EXHIBIT 33

FILED UNDER SEAL

Custodian: Shaner, Josh



Application: WhatsApp

Active Participants: [REDACTED] Josh Shaner [REDACTED]

Date/Time Start: 05/09/2019 10:17 AM

Date/Time End: 05/09/2019 10:28 AM

| Time | From | Message Body | Deleted |
|----------|--|--|---------|
| 10:17:28 | [REDACTED] [REDACTED] Josh Shaner us (owner) | <7674bb0e-680c-46d1-9b6f-f7d3012d958b.jpg> | 0 |
| 10:18:27 | [REDACTED] [REDACTED] [REDACTED] | Hi checking | 0 |
| 10:19:44 | [REDACTED] [REDACTED] [REDACTED] | For how long have you experienced this? | 0 |
| 10:19:56 | [REDACTED] [REDACTED] Josh Shaner us (owner) | The last two install attempts today | 0 |
| 10:20:20 | [REDACTED] [REDACTED] [REDACTED] | the domain was down momentarily for 4 minutes (not long enough for our monitoring to catch it) | 0 |
| 10:20:38 | [REDACTED] [REDACTED] [REDACTED] | can I have sourceid to check? and if you can try again it'll be great | 0 |
| 10:21:20 | [REDACTED] [REDACTED] [REDACTED] | I'm also checking as we speak | 0 |
| 10:21:58 | [REDACTED] [REDACTED] Josh Shaner us (owner) | Source Id 633 | 0 |
| 10:23:19 | [REDACTED] [REDACTED] 2 | After checking it seems that all the credentials have been blocked | 0 |
| 10:23:30 | [REDACTED] [REDACTED] Josh Shaner us (owner) | Which credentials? | 0 |

| | | | |
|----------|--|---|---|
| 10:24:02 | [REDACTED] [REDACTED] P | the credentials needed in order to send HB Installs | 0 |
| 10:24:14 | [REDACTED] [REDACTED] P | Are you trying HB? | 0 |
| 10:24:20 | [REDACTED] [REDACTED] Josh Shaner us (owner) | I just installed on Sales 3 an hour ago.. | 0 |
| 10:24:25 | [REDACTED] [REDACTED] Josh Shaner us (owner) | HB? | 0 |
| 10:24:35 | [REDACTED] [REDACTED] P | Hummingbird - Eden | 0 |
| 10:24:41 | [REDACTED] [REDACTED] Josh Shaner us (owner) | Yeah | 0 |
| 10:24:46 | [REDACTED] [REDACTED] P | The credentials are different for every enviorment | 0 |
| 10:25:00 | [REDACTED] [REDACTED] P | I just talked with Yossi and he said he was aware of this | 0 |
| 10:25:26 | [REDACTED] [REDACTED] P | It seems that Eden is currently isnt up on sales6 | 0 |
| 10:27:09 | [REDACTED] [REDACTED] Josh Shaner us (owner) | Oh ok. All good | 0 |
| 10:27:16 | [REDACTED] [REDACTED] Josh Shaner us (owner) | I'll use Sales 3 for the demo | 0 |
| 10:28:40 | [REDACTED] [REDACTED] P | 👉 | 0 |

EXHIBIT 34

FILED UNDER SEAL

Device: iPhone XS Max

Application: WhatsApp

Active Participants: Terry DiVittorio [REDACTED]

Date/Time Start: 01/20/2018 03:15 PM

Date/Time End: 01/20/2018 03:26 PM

Subject:

| Time | From | Message Body | Tags |
|----------|---|---|------|
| 15:15:47 | Terry DiVittorio - [REDACTED] [REDACTED] | Hey man, I can't remember if we discussed you coming to California with us for the San Bernardino PiXcell demo on the 31st of Jan? But we now also have a PGSS and PiXcell demo for the FBI Los Angeles Field Office. Know you're supposed to be here the following week to work with G3 but let me know what you think about California, thanks! | |
| 15:17:50 | [REDACTED] [REDACTED] [REDACTED] | Hi man! I think we spoke about it, I have a POC with my new team member in Indonesia on that week | |
| 15:18:07 | [REDACTED] [REDACTED] [REDACTED] | I believe that [REDACTED] will be ready for the demos | |
| 15:18:25 | [REDACTED] [REDACTED] [REDACTED] | His first demo was good and he's learning a lot | |
| 15:18:50 | [REDACTED] [REDACTED] [REDACTED] | BTW is the demo in Germany final? | |
| 15:19:00 | Terry DiVittorio - [REDACTED] [REDACTED] | Ok, a good problem to have, (multiple demos, and if ain't demo'ing, we ain't selling!) | |
| 15:24:15 | Terry DiVittorio - [REDACTED] [REDACTED] | Still working on Germany, will know more middle of next week | |
| 15:26:06 | [REDACTED] [REDACTED] [REDACTED] | 👉 | |

EXHIBIT 43

FILED UNDER SEAL

1 JOSEPH N. AKROTIRIANAKIS (Bar No. 197971)
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2 AARON S. CRAIG (Bar No. 204741)
3 *acraig@kslaw.com*

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4 633 West Fifth Street, Suite 1700
5 Los Angeles, CA 90071
Telephone: (213) 443-4355
Facsimile: (213) 443-4310

6 Attorneys for Defendants NSO GROUP TECHNOLOGIES
7 LIMITED and Q CYBER TECHNOLOGIES LIMITED

8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10 OAKLAND DIVISION

11 WHATSAPP INC., a Delaware corporation,
12 and FACEBOOK, INC., a Delaware
corporation,

13 Plaintiffs,

14 v.

15 NSO GROUP TECHNOLOGIES LTD.
16 and Q CYBER TECHNOLOGIES LTD.,

17 Defendants.

Case No. 4:19-cv-07123-PJH

**DEFENDANTS NSO GROUP
TECHNOLOGIES LIMITED AND Q
CYBER TECHNOLOGIES LIMITED'S
RESPONSES AND OBJECTIONS TO
PLAINTIFFS WHATSAPP, INC. AND
META PLATFORMS, INC. FKA
FACEBOOK, INC.'S FIRST SET OF
REQUESTS FOR ADMISSION**

**HIGHLY CONFIDENTIAL-
ATTORNEY'S EYES ONLY**

18
19 PROPOUNDING PARTY: WHATSAPP LLC fka WHATSAPP INC. AND META

20 PLATFROMS, INC. fka FACEBOOK, INC.

21 RESPONDING PARTY: DEFENDANTS NSO GROUP TECHNOLOGIES LIMITED
22 AND Q CYBER TECHNOLOGIES LIMITED.

23 SET NO.: ONE (1)

24
25 **DEFENDANTS HEREBY DESIGNATE THESE RESPONSES AS HIGHLY**
26 **CONFIDENTIAL-ATTORNEY'S EYES ONLY UNDER THE PROTECTIVE ORDER**
27 **ENTERED IN THIS CASE**

28 DEFENDANTS' RESPONSES AND OBJECTIONS
TO PLAINTIFFS' FIRST SET OF REQUESTS FOR
ADMISSION

Case No. 4:19-cv-07123-
PJH

In accordance with Rules 26 and 36 of the Federal Rules of Civil Procedure, NSO Group Technologies Limited (“NSO”) and Q Cyber Technologies Limited (“Q Cyber”) (collectively, “Defendants”), by and through their undersigned counsel, hereby respond and object to Plaintiffs WhatsApp LLC and Meta Platforms, Inc.’s (“Plaintiffs”) First Set of Requests for Admission (collectively, the “Requests” and each, individually, a “Request”) served by Plaintiffs on March 7, 2023, as follows.

GENERAL OBJECTIONS

8 1. The responses to the Requests are made solely for the purpose of this action.

9 2. Defendants object to the Requests to the extent that they purport to impose

10 requirements or obligations different from or beyond those imposed by the Federal Rules of Civil

11 Procedure or the Local Rules of this Court.

3. Each response is made solely with regard to the subject matter directly at issue in
this action during the timeframe relevant to this action.

14 4. Each response is made subject to all objections as to competence, relevance,
15 materiality, propriety, admissibility, privilege, privacy, proprietary information, trade secrets, and
16 the like, and any and all other objections on grounds that would require the exclusion of any
17 response herein if such were offered in Court, all of which objections and grounds are reserved
18 and may be interposed at any time, including at the time of trial.

19 5. Defendants object to the extent that the Requests seek information not relevant to
20 the claims or defenses of any party.

21 6. Defendants object to the extent that the Requests are unlimited in scope or time.

7. Defendants' responses are not intended to be, and shall not be construed as, a waiver of any objection(s) to the Requests.

24 8. No incidental or implied admissions are intended in these responses. Defendants'
25 response to any Request should not be taken as an admission that Defendants accept or admit the
26 existence of any fact(s) or any document(s) assumed by that Request or that such response
27 constitutes admissible evidence.

1 9. Defendants have not completed their investigation of the facts related to this case,
2 discovery in this action, or preparation for trial. These responses are based upon information
3 known at this time and are given without prejudice to Defendants' right to amend, supplement, or
4 revise these responses with any subsequently-discovered information. Defendants expressly
5 reserve the right to make such additional or modified responses as may be appropriate.

OBJECTIONS TO THE DEFINITIONS

7 1. Definition No. 1 (“Attack Period”): Defendants object to the definition of “Attack
8 Period” as biased and prejudicial. Defendants’ products are used for law enforcement purposes.
9 Accordingly, to the extent Defendants’ products were used in the conduct alleged in this action, if
10 at all, such use is not fairly characterized as an “Attack.”

11 2. Definition No. 4 (“Control”): Defendants object to the definition of “Control” as
12 vague and ambiguous and overbroad. The definition accounts for a wide variety of conduct beyond
13 any common sense understanding of the word control. While the ability to “direct” can be
14 understood as a form of control, a person can readily “manage,” “use,” “access,” and “modify”
15 something without controlling it. Moreover, having the “ability to” do something, as stated in the
16 definition of “Control,” is distinct from exercising that ability, as the Requests seem use the term.
17 That contrast renders the term Control vague and ambiguous. Responding to any Request which
18 utilizes this definition would create impossibly vagueness and ambiguity. Defendants interpret
19 the term “Control” to mean having the ability to exclude all others from accessing.

20 3. Definition No. 5 (“Device”): Defendants object to the definition of “Device” as
21 vague, ambiguous and overbroad, because it purports to encompass any “electronic device.” That
22 circular definition—using the word device to define the word device—renders “Device” vague
23 and ambiguous. To the extent the definition intended to encompass any electronic object, the
24 definition would be overbroad and responding to any Request which incorporate this definition
25 would be unduly burdensome and not proportional to the needs of the case. Defendants interpret
26 the term “Device” to mean a computer, mobile phone or server.

27 4. Definition No. 8 (“NSO Spyware”): Defendants object to the definition of “NSO

1 Spyware” as biased and prejudicial. The term “Spyware” is an inherently pejorative term that
 2 baselessly maligns Defendants’ products. Defendants will not refer to their products—which are
 3 used by law enforcement to catch the worst of criminals—as “Spyware.” Defendants further object
 4 to the overbroad scope of this definition. Any Request incorporating this definition would seek
 5 information related to technologies other than the Pegasus technology (“Pegasus”) that was used
 6 with respect to the approximately 1,400 “Target Devices” described in the Complaint (Dkt. No. 1
 7 at 2:6-7). Any technology other than Pegasus has no relevance to Plaintiffs’ allegations or any
 8 issue in this case. Because responding to any Request which incorporates this definition would be
 9 unduly burdensome and not proportional to the needs of the case, Defendants interpret the term
 10 “NSO Spyware” to mean the version of Pegasus in effect during April and May of 2019 that was
 11 allegedly used to access the approximately 1,400 “Target Devices” described in the Complaint.

12 5. Definition No. 11 (“Person(s)”: Defendants object to Plaintiffs’ definition of
 13 “Person(s)” as vague, ambiguous and overbroad. This definition includes 16 distinct roles or types
 14 of entities. Responding to any Request which relies on such a broad definition of “Person,”
 15 moreover, would be unduly burdensome and not proportional to the needs of the case.

16 6. Definition No. 12 (“Technology”): Defendants’ object to Plaintiffs’ definition of
 17 “Technology” as vague and ambiguous and overbroad. Plaintiffs’ definition is extremely
 18 expansive and responding to any Requests which incorporate this definition would be unduly
 19 burdensome and not proportional to the needs of the case.

20 7. Definition No. 13 (“WestBridge”): Defendants’ object to Plaintiffs’ definition of
 21 “WestBridge” as vague and ambiguous and overbroad. It is unclear whether Plaintiffs’ definition
 22 of WestBridge, which includes “affiliates,” is intended to include Defendants. Defendants
 23 interpret the term “WestBridge” to include only WestBridge Technologies, Inc. and its employees.

24 8. Definition No. 15 (“You” or “Your”): Defendants object to Plaintiffs’ definition
 25 of “You” and “Your” as vague and ambiguous and overbroad. Under the guise of these words,
 26 Plaintiffs improperly sweep in a host of people and entities, including Defendants’ “current and
 27 former directors, employees, subsidiaries, corporate parents, affiliates, agents, representatives, and

1 all other persons acting or purporting to act on its behalf.” Responding to any Request which
 2 incorporates this term would be unduly burdensome and not proportional to the needs of the case.
 3 Unless otherwise indicated, any response to the Requests containing the term “You” or “Your” is
 4 limited to Defendants NSO and Q Cyber and their employees.

5 **OBJECTIONS TO THE INSTRUCTIONS**

6 1. NSO objects to Plaintiffs’ Instruction No. 1 to the extent it seeks to impose any
 7 obligation that is inconsistent with the scope of discovery permitted under the Federal Rules of
 8 Civil Procedure. NSO further objects to Plaintiffs’ Instruction No. 1 to the extent that the terms in
 9 Plaintiff’s requests are objectionable.

10 2. NSO objects to Plaintiffs’ Instruction No. 4 to the extent it is inconsistent with or
 11 omits parts of Fed. R. Civ. P. 26(e), which defines a party’s obligations to supplement.

12 3. NSO objects to Plaintiffs’ Instructions Nos. 5, 6, 7, and 8 to the extent these
 13 instructions are inconsistent with or omits parts of Fed. R. Civ. P. 36(a)(4), which states how a
 14 party must answer a request for admission.

15 **OBJECTIONS TO THE REQUESTS**

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
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10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
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28

1 [REDACTED]

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9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

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20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 **REQUEST FOR ADMISSION NO. 6:**

5 Admit that since July 19, 2020, You have performed a demonstration of NSO Spyware for
6 a Person located outside Israel.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

8 Defendants incorporate by reference the General Objections, Objections to the Definitions,
9 and Objections to the Instructions as if set forth herein. Defendants object that the word
10 “demonstration” is vague and ambiguous in the context of this Request. Defendants further object
11 to this Request as it seeks information regarding a time period of nearly three years that is not
12 relevant to the issues in the litigation. The relevant time period for this action is January 2018
13 through May 13, 2019, and information outside that time period is not relevant to any party’s claim
14 or defense nor proportional to the needs of the case. Defendants further object to Plaintiffs’ use of
15 the term “You” as overbroad, vague, unduly burdensome, and not proportional to the needs of the
16 case. Defendants cannot reasonably respond on behalf of the many people potentially included by
17 that term, and any response is limited to the acts of defendants NSO Group and Q Cyber that are
18 known to their management and legal personnel. Defendants further object to this Request to the
19 extent Plaintiffs intend for the phrase “NSO Spyware” to refer to any product other than Pegasus
20 (*i.e.* the version in effect at the relevant time period for this action that was allegedly used with
21 respect to the approximately 1,400 Target Devices described in the Complaint) on the basis that
22 no other products are relevant to Plaintiffs’ allegations in the Complaint. Defendants further object
23 to the extent they are prohibited from disclosing the requested information by any Israeli law,
24 regulation, or governmental order or directive, or any other applicable law, regulation, or
25 governmental order or directive. Defendants further object on the ground and to the extent that
26 this Request seeks private, proprietary, trade secret, or confidential business information.

27 ///

28

1 **REQUEST FOR ADMISSION NO. 7:**

2 Admit that since July 19, 2020, You have shared information concerning Your finances
 3 with a Person located outside Israel.

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

5 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 6 and Objections to the Instructions as if set forth herein. Defendants object that the words “shared,”
 7 “finances,” and “located” are vague and ambiguous in the context of this Request. The word
 8 “located,” in particular, is subject to multiple meanings that are materially different as it could
 9 refer to a person’s physical location, place of residence, state of incorporation, or operating or
 10 headquarters location(s), among other definitions. Defendants further object because, in light of
 11 these ambiguities and Plaintiffs’ overbroad definition of the term “Person(s),” responding to this
 12 Request would be unduly burdensome. Defendants further object to Plaintiffs’ use of the term
 13 “You” as overbroad, vague, unduly burdensome, and not proportional to the needs of the case.
 14 Defendants cannot reasonably respond on behalf of the many people potentially included by that
 15 term, and any response is limited to the acts of defendants NSO Group and Q Cyber that are known
 16 to their management and legal personnel. Defendants further object to this Request as it seeks
 17 information regarding a time period of nearly three years that is not relevant to the issues in the
 18 litigation. The relevant time period for this action is January 2018 through May 13, 2019, and
 19 information outside that time period is not relevant to any party’s claim or defense nor proportional
 20 to the needs of the case. Defendants further object to the extent they are prohibited from disclosing
 21 the requested information by any Israeli law, regulation, or governmental order or directive, or any
 22 other applicable law, regulation, or governmental order or directive. Defendants further object on
 23 the ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 24 business information.

25 **REQUEST FOR ADMISSION NO. 8:**

26 Admit that since July 19, 2020, You have shared documentation about NSO Spyware with
 27 a Person located outside Israel.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

2 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 3 and Objections to the Instructions as if set forth herein. Defendants object that the words “shared,”
 4 “documentation,” and “located” are vague and ambiguous in the context of this Request. The word
 5 “located,” in particular, is subject to multiple meanings that are materially different as it could
 6 refer to a person’s physical location, place of residence, state of incorporation, or operating or
 7 headquarters location(s), among other definitions. Defendants further object because, in light of
 8 these ambiguities and Plaintiffs’ overbroad definition of the term “Person(s),” responding to this
 9 Request would be unduly burdensome. Defendants further object to Plaintiffs’ use of the term
 10 “You” as overbroad, vague, unduly burdensome, and not proportional to the needs of the case.
 11 Defendants cannot reasonably respond on behalf of the many people potentially included by that
 12 term, and any response is limited to the acts of defendants NSO Group and Q Cyber that are known
 13 to their management and legal personnel. Defendants further object to this Request as it seeks
 14 information regarding a time period of nearly three years that is not relevant to the issues in the
 15 litigation. The relevant time period for this action is January 2018 through May 13, 2019, and
 16 information outside that time period is not relevant to any party’s claim or defense nor proportional
 17 to the needs of the case. Defendants further object to this Request to the extent that it falsely
 18 implies that persons, teams, groups, divisions or sections at NSO deploy, use, or operate Pegasus
 19 or any other technology within the definition of “NSO Spyware.” Defendants further object to
 20 this Request to the extent Plaintiffs intend for the phrase “NSO Spyware” to refer to any product
 21 other than the relevant version Pegasus (*i.e.* the version in effect at the relevant time period for this
 22 action that was allegedly used with respect to the approximately 1,400 Target Devices described
 23 in the Complaint) on the basis that no other products are relevant to Plaintiffs’ allegations in the
 24 Complaint. Defendants further object to the extent they are prohibited from disclosing the
 25 requested information by any Israeli law, regulation, or governmental order or directive, or any
 26 other applicable law, regulation, or governmental order or directive. Defendants further object on
 27 the ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 28

1 business information.

2 **REQUEST FOR ADMISSION NO. 9:**

3 Admit that since July 19, 2020, You have caused the distribution and licensed use of NSO
4 Spyware to a Person located outside Israel.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

6 Defendants incorporate by reference the General Objections, Objections to the Definitions,
7 and Objections to the Instructions as if set forth herein. Defendants object that the words “caused,”
8 “distribution,” “use,” and “located” are vague and ambiguous in the context of this Request.
9 Plaintiffs’ use of the word “caused” here is vague and ambiguous because any license is subject to
10 approval of the Government of Israel Ministry of Defense. Accordingly, Defendants are not in a
11 position to make representations as to the decisions of its regulators and cannot determine what
12 “caused the distribution and licensed use” of Pegasus. The word “located,” moreover, is subject
13 to multiple meanings that are materially different as it could refer to a person’s physical location,
14 place of residence, state of incorporation, or operating or headquarters location(s), among other
15 definitions. Defendants further object because, in light of these ambiguities and Plaintiffs’
16 overbroad definition of the term “Person(s),” responding this Request would be unduly
17 burdensome. Defendants further object to Plaintiffs’ use of the term “You” as overbroad, vague,
18 unduly burdensome, and not proportional to the needs of the case. Defendants cannot reasonably
19 respond on behalf of the many people potentially included by that term, and any response is limited
20 to the acts of defendants NSO Group and Q Cyber that are known to their management and legal
21 personnel. Defendants further object to this Request as it seeks information regarding a time period
22 of nearly three years that is not relevant to the issues in the litigation. The relevant time period for
23 this action is January 2018 through May 13, 2019, and information outside that time period is not
24 relevant to any party’s claim or defense nor proportional to the needs of the case. Defendants
25 further object to this Request to the extent that it falsely implies that persons, teams, groups,
26 divisions or sections at NSO deploy, use, or operate Pegasus or any other technology within the
27 definition of “NSO Spyware.” Defendants further object to this Request to the extent Plaintiffs

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1 intend for the phrase “NSO Spyware” to refer to any product other than the relevant version of
 2 Pegasus (*i.e.* the version in effect at the relevant time period for this action that was allegedly used
 3 with respect to the approximately 1,400 Target Devices described in the Complaint) on the basis
 4 that no other products are relevant to Plaintiffs’ allegations in the Complaint. Defendants further
 5 object to the extent they are prohibited from disclosing the requested information by any Israeli
 6 law, regulation, or governmental order or directive, or any other applicable law, regulation, or
 7 governmental order or directive. Defendants further object on the ground and to the extent that
 8 this Request seeks private, proprietary, trade secret, or confidential business information.

9 Subject to and without waiving those objections, Defendants respond as follows: Admit.

10 **REQUEST FOR ADMISSION NO. 10:**

11 Admit that You developed NSO Spyware.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

13 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 14 and Objections to the Instructions as if set forth herein. Defendants object that the word
 15 “developed” is vague and ambiguous in the context of this Request. Defendants further object to
 16 Plaintiffs’ use of the term “You” as overbroad, vague, unduly burdensome, and not proportional
 17 to the needs of the case. Defendants cannot reasonably respond on behalf of the many people
 18 potentially included by that term, and any response is limited to the acts of defendants NSO Group
 19 and Q Cyber that are known to their management and legal personnel. Defendants further object
 20 to this Request to the extent that it falsely implies that persons, teams, groups, divisions or sections
 21 at NSO deploy, use, or operate Pegasus or any other technology within the definition of ‘NSO
 22 Spyware.’ Defendants further object to this Request to the extent Plaintiffs intend for the phrase
 23 “NSO Spyware” to refer to any product other than the relevant version of Pegasus (*i.e.* the version
 24 in effect at the relevant time period for this action that was allegedly used with respect to the
 25 approximately 1,400 Target Devices described in the Complaint) on the basis that no other
 26 products are relevant to Plaintiffs’ allegations in the Complaint. Defendants further object to the
 27 extent they are prohibited from disclosing the requested information by any Israeli law, regulation,

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1 or governmental order or directive, or any other applicable law, regulation, or governmental order
 2 or directive. Defendants further object on the ground and to the extent that this Request seeks
 3 private, proprietary, trade secret, or confidential business information.

4 Subject to and without waiving those objections, Defendants respond as follows: Admit.

5 **REQUEST FOR ADMISSION NO. 11:**

6 Admit that a version of NSO Spyware is named “Pegasus.”

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

8 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 9 and Objections to the Instructions as if set forth herein. Defendants object that the phrase “a
 10 version of NSO Spyware” is vague and ambiguous in the context of this Request, given Plaintiffs’
 11 overbroad definition of NSO Spyware. Defendants further object to this Request to the extent
 12 Plaintiffs intend for the phrase “NSO Spyware” to refer to any product the relevant version of
 13 Pegasus (*i.e.* the version in effect at the relevant time period for this action that was allegedly used
 14 with respect to the approximately 1,400 Target Devices described in the Complaint) on the basis
 15 that no other products are relevant to Plaintiffs’ allegations in the Complaint. Defendants further
 16 object to the extent they are prohibited from disclosing the requested information by any Israeli
 17 law, regulation, or governmental order or directive, or any other applicable law, regulation, or
 18 governmental order or directive. Defendants further object on the ground and to the extent that
 19 this Request seeks private, proprietary, trade secret, or confidential business information.

20 Subject to and without waiving those objections, Defendants respond as follows: Admit.

21 **REQUEST FOR ADMISSION NO. 12:**

22 Admit that Exhibit 10 to the Complaint accurately described the functionality of NSO
 23 Spyware named “Pegasus.”

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

25 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 26 and Objections to the Instructions as if set forth herein. Defendants object that the word
 27 “functionality” is vague and ambiguous in the context of this Request. Because no one document

1 can describe the “functionality” of complex software in full, it is not possible for Defendants to
 2 answer this Request without Plaintiff specifying which aspects of Pegasus’s “functionality” they
 3 which to confirm are described “accurately.” Defendants object that this request is vague and
 4 ambiguous as to time, because the technology at issue changes over time. Defendants note that
 5 Exhibit 10 to the Complaint states that “We … release[] major upgrades to the Pegasus system [a]
 6 few times a year.” Thus, in the absence of Plaintiffs specifying a specific time period for the
 7 Request, Defendants cannot state if the document is accurate as a particular version of Pegasus.
 8 For the same reason, responding to this Request as stated would be unduly burdensome and not
 9 proportional to the needs of the case. Defendants further object to this Request to the extent
 10 Plaintiffs intend for the phrase “NSO Spyware” to refer to any product other than the relevant
 11 version of Pegasus (*i.e.* the version in effect at the relevant time period for this action that was
 12 allegedly used with respect to the approximately 1,400 Target Devices described in the Complaint)
 13 on the basis that no other products are relevant to Plaintiffs’ allegations in the Complaint.
 14 Defendants further object to the extent they are prohibited from disclosing the requested
 15 information by any Israeli law, regulation, or governmental order or directive, or any other
 16 applicable law, regulation, or governmental order or directive. Defendants further object on the
 17 ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 18 business information.

19 Subject to and without waiving those objections, Defendants respond as follows: Exhibit
 20 10 to the Complaint appears to be an authentic copy of a document authored by Defendants titled
 21 “Pegasus-Product Description,” which described some features of Pegasus at the time it was
 22 written, which Defendants believe occurred in 2012. Exhibit 10 is therefore of no relevance to
 23 Plaintiff’s allegations, which start in 2018. Except as expressly admitted herein, Defendants deny
 24 the request.

25 **REQUEST FOR ADMISSION NO. 13:**

26 Admit that You created the original version of the Exhibit 10 attached to the Complaint.

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1 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

2 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 3 and Objections to the Instructions as if set forth herein. Defendants further object to Plaintiffs'
 4 use of the term "You" as overbroad, vague, unduly burdensome, and not proportional to the needs
 5 of the case. Defendants cannot reasonably respond on behalf of the many people potentially
 6 included by that term, and any response is limited to the acts of defendants NSO Group and Q
 7 Cyber that are known to their management and legal personnel. Defendants further object to the
 8 extent they are prohibited from disclosing the requested information by any Israeli law, regulation,
 9 or governmental order or directive, or any other applicable law, regulation, or governmental order
 10 or directive. Defendants further object on the ground and to the extent that this Request seeks
 11 private, proprietary, trade secret, or confidential business information.

12 Subject to and without waiving those objections, Defendants respond as follows: Exhibit
 13 10 to the Complaint appears to be an authentic copy of a document authored by Defendants titled
 14 "Pegasus-Product Description," which described some features of Pegasus at the time it was
 15 written, which Defendants believe occurred in 2012. Exhibit 10 is therefore of no relevance to
 16 Plaintiff's allegations, which start in 2018. Except as expressly admitted herein, Defendants deny
 17 the request.

18 **REQUEST FOR ADMISSION NO. 14:**

19 Admit that Exhibit 10 to the Complaint accurately describes the "System Setup and
 20 Training" You provide to Persons using NSO Spyware.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

22 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 23 and Objections to the Instructions as if set forth herein. Defendants object that the words
 24 "accurately" and "Persons" are vague and ambiguous in the context of this Request. Defendants
 25 object that this request is vague and ambiguous as to time, because the technology at issue changes
 26 over time. Defendants note that Exhibit 10 to the Complaint states that "We ... release[] major
 27 upgrades to the Pegasus system [a] few times a year." For the same reason, responding to this

1 Request as stated would be unduly burdensome and not proportional to the needs of the case.
 2 Defendants further object to Plaintiffs' use of the term "You" as overbroad, vague, unduly
 3 burdensome, and not proportional to the needs of the case. Defendants cannot reasonably respond
 4 on behalf of the many people potentially included by that term, and any response is limited to the
 5 acts of defendants NSO Group and Q Cyber that are known to their management and legal
 6 personnel. Defendants further object to this Request as it seeks information regarding Defendants'
 7 practices but does not specify the applicable time period for the request. Responding to such a
 8 request would be unduly burdensome and is not feasible. In any event, the relevant time period
 9 for this action is January 2018 through May 13, 2019, and information outside that time period is
 10 not relevant to any party's claim or defense nor proportional to the needs of the case. In light of
 11 Plaintiffs' use of the word "provide," Defendants further object to this Request to the extent that
 12 it falsely implies that persons, teams, groups, divisions or sections at NSO deploy, use, or operate
 13 Pegasus or any other technology within the definition of "NSO Spyware." Defendants further
 14 object to this Request to the extent Plaintiffs intend for the phrase "NSO Spyware" to refer to any
 15 product other than the relevant version of Pegasus (*i.e.* the version in effect at the relevant time
 16 period for this action that was allegedly used with respect to the approximately 1,400 Target
 17 Devices described in the Complaint) on the basis that no other products are relevant to Plaintiffs'
 18 allegations in the Complaint. Defendants further object to the extent they are prohibited from
 19 disclosing the requested information by any Israeli law, regulation, or governmental order or
 20 directive, or any other applicable law, regulation, or governmental order or directive. Defendants
 21 further object on the ground and to the extent that this Request seeks private, proprietary, trade
 22 secret, or confidential business information.

23 Subject to and without waiving those objections, Defendants respond as follows: Exhibit
 24 10 to the Complaint appears to be an authentic copy of a document authored by Defendants titled
 25 "Pegasus-Product Description," which described some features of Pegasus at the time it was
 26 written, which Defendants believe occurred in 2012. Exhibit 10 is therefore of no relevance to
 27 Plaintiff's allegations, which start in 2018. Except as expressly admitted herein, Defendants deny

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1 the request.

2 **REQUEST FOR ADMISSION NO. 15:**

3 Admit that a version of NSO Spyware is named “Phantom.”

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

5 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 6 and Objections to the Instructions as if set forth herein. Defendants object that the phrase “version
 7 of NSO Spyware” is vague and ambiguous in the context of this Request. Defendants further
 8 object to this Request as it seeks information regarding Defendants’ products without stating a
 9 period for the request. The relevant time period for this action is January 2018 through May 13,
 10 2019, and information outside that time period is not relevant to any party’s claim or defense nor
 11 proportional to the needs of the case. Defendants further object to this Request to the extent
 12 Plaintiffs intend for the phrase “NSO Spyware” to refer to any product other than the relevant
 13 version of Pegasus (*i.e.* the version in effect at the relevant time period for this action that was
 14 allegedly used with respect to the approximately 1,400 Target Devices described in the Complaint)
 15 on the basis that no other products are relevant to Plaintiffs’ allegations in the Complaint.
 16 Defendants further object to the extent they are prohibited from disclosing the requested
 17 information by any Israeli law, regulation, or governmental order or directive, or any other
 18 applicable law, regulation, or governmental order or directive. Defendants further object on the
 19 ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 20 business information.

21 Subject to and without waiving those objections, Defendants respond as follows: Denied.

22 **REQUEST FOR ADMISSION NO. 16:**

23 Admit that You licensed use of NSO Spyware during the 2019 Attack Period.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

25 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 26 and Objections to the Instructions as if set forth herein. Defendants object that the words
 27 “licensed,” “use,” and “the 2019 Attack Period” are vague and ambiguous in the context of this

1 Request. The approval of any license is subject to approval of the Government of Israel Ministry
 2 of Defense and Defendants are not in a position to make representations as to the decisions of its
 3 regulators. Defendants further object to this request to the extent it implies that Defendants operate
 4 Pegasus. Defendants further object to Plaintiffs' use of the term "You" as overbroad, vague,
 5 unduly burdensome, and not proportional to the needs of the case. Defendants cannot reasonably
 6 respond on behalf of the many people potentially included by that term, and any response is limited
 7 to the acts of defendants NSO Group and Q Cyber that are known to their management and legal
 8 personnel. Defendants further object to this Request to the extent that it falsely implies that
 9 persons, teams, groups, divisions or sections at NSO deploy, use, or operate Pegasus or any other
 10 technology within the definition of "NSO Spyware." Defendants further object to this Request to
 11 the extent Plaintiffs intend for the phrase "NSO Spyware" to refer to any product other than the
 12 relevant version of Pegasus (*i.e.* the version in effect at the relevant time period for this action that
 13 was allegedly used with respect to the approximately 1,400 Target Devices described in the
 14 Complaint) on the basis that no other products are relevant to Plaintiffs' allegations in the
 15 Complaint. Defendants further object to the phrase "2019 Attack Period" to the extent it implies
 16 any "attack" occurred. Defendants' products assist law enforcement in protecting the public and
 17 are used for investigative purposes, not in "attacks." Defendants further object to the extent they
 18 are prohibited from disclosing the requested information by any Israeli law, regulation, or
 19 governmental order or directive, or any other applicable law, regulation, or governmental order or
 20 directive. Defendants further object on the ground and to the extent that this Request seeks private,
 21 proprietary, trade secret, or confidential business information.

22 Subject to and without waiving those objections, Defendants respond as follows: Admit
 23 that licenses of Pegasus were in effect during the period April 29, 2019 to May 10, 2019. Except
 24 as expressly admitted herein, Defendants deny the request.

25 **REQUEST FOR ADMISSION NO. 17:**

26 Admit that NSO Spyware is capable of collecting information from a Device.

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1 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

2 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 3 and Objections to the Instructions as if set forth herein. Defendants object that the word “Device”
 4 is vague and ambiguous in the context of this Request, is improperly defined and overbroad.
 5 Defendants further object to this Request to the extent that it falsely implies that persons, teams,
 6 groups, divisions or sections at NSO deploy, use, or operate Pegasus or any other technology
 7 within the definition of “NSO Spyware.” Defendants further object to this Request to the extent
 8 Plaintiffs intend for the phrase “NSO Spyware” to refer to any product other than the relevant
 9 version of Pegasus (*i.e.* the version in effect at the relevant time period for this action that was
 10 allegedly used with respect to the approximately 1,400 Target Devices described in the Complaint)
 11 on the basis that no other products are relevant to Plaintiffs’ allegations in the Complaint.
 12 Defendants further object to the extent they are prohibited from disclosing the requested
 13 information by any Israeli law, regulation, or governmental order or directive, or any other
 14 applicable law, regulation, or governmental order or directive. Defendants further object on the
 15 ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 16 business information.

17 Subject to and without waiving those objections, Defendants respond as follows: Admit.

18 **REQUEST FOR ADMISSION NO. 18:**

19 Admit that NSO Spyware is designed to collect information from a Device.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

21 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 22 and Objections to the Instructions as if set forth herein. Defendants object that the terms “Device”
 23 and “designed” are vague and ambiguous in the context of this Request. The term “Device” is
 24 improperly defined and is overbroad. Defendants further object to this Request to the extent that
 25 it falsely implies that persons, teams, groups, divisions or sections at NSO deploy, use, or operate
 26 Pegasus or any other technology within the definition of “NSO Spyware.” Defendants further
 27 object to this Request to the extent the word “designed,” in conjunction with “NSO Spyware” or

any aspect of the Requests, suggests Defendants acted with any improper or unlawful intent or purpose at any time. Defendants further object to this Request to the extent Plaintiffs intend for the phrase “NSO Spyware” to refer to any product other than the relevant version of Pegasus (*i.e.* the version in effect at the relevant time period for this action that was allegedly used with respect to the approximately 1,400 Target Devices described in the Complaint) on the basis that no other products are relevant to Plaintiffs’ allegations in the Complaint. Defendants further object to the extent they are prohibited from disclosing the requested information by any Israeli law, regulation, or governmental order or directive, or any other applicable law, regulation, or governmental order or directive. Defendants further object on the ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential business information.

Subject to and without waiving those objections, Defendants respond as follows: Admit.

REQUEST FOR ADMISSION NO. 19:

Admit that NSO Spyware is marketed for the purpose of collecting information from a Device.

RESPONSE TO REQUEST FOR ADMISSION NO. 19:

Defendants incorporate by reference the General Objections, Objections to the Definitions, and Objections to the Instructions as if set forth herein. Defendants object that the word “Device,” “purpose,” and “marketed” is vague and ambiguous in the context of this Request. The term “Device” is improperly defined and is overbroad. The term marketed, moreover, could refer to a prohibitively broad set of activities, such that responding to this Request as stated would be unduly burdensome and not proportional to the needs of the case. It is also unreasonable and unduly burdensome for Defendants to ascribe a single “purpose” to the marketing of Pegasus, if any. Defendants further object to this Request to the extent that it falsely implies that persons, teams, groups, divisions or sections at NSO deploy, use, or operate Pegasus or any other technology within the definition of “NSO Spyware.” Defendants further object to this Request to the extent the word “marketed,” in conjunction with “NSO Spyware” or any aspect of the Requests, suggests Defendants acted with any improper or unlawful intent or purpose at any time. Defendants further

1 object to this Request to the extent Plaintiffs intend for the phrase “NSO Spyware” to refer to any
 2 product other than the relevant version of Pegasus (*i.e.* the version in effect at the relevant time
 3 period for this action that was allegedly used with respect to the approximately 1,400 Target
 4 Devices described in the Complaint) on the basis that no other products are relevant to Plaintiffs’
 5 allegations in the Complaint. Defendants further object to the extent they are prohibited from
 6 disclosing the requested information by any Israeli law, regulation, or governmental order or
 7 directive, or any other applicable law, regulation, or governmental order or directive. Defendants
 8 further object on the ground and to the extent that this Request seeks private, proprietary, trade
 9 secret, or confidential business information.

10 Subject to and without waiving those objections, Defendants respond as follows: Admit
 11 that Defendants’ marketing of Pegasus has included that Pegasus is capable of collecting
 12 information from mobile devices.

13 **REQUEST FOR ADMISSION NO. 20:**

14 Admit that the use of WhatsApp is governed by the WhatsApp Terms of Service.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:**

16 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 17 and Objections to the Instructions as if set forth herein. Defendants object that this request calls
 18 for a legal conclusion. Defendants object that the terms “use of” and “governed by” are vague and
 19 ambiguous. Defendants further object on the basis that responding to this Request calls for a legal
 20 conclusion insofar the Request requires Defendants to assess whether certain conduct is governed
 21 by an agreement. Defendants further object that they lack sufficient knowledge or information to
 22 respond to this Request, particularly as the hypothetical and undefined “use” in this Request
 23 corresponds to Plaintiffs’ software application and Plaintiffs’ terms of service, not Defendants’
 24 software or terms.

25 Subject to and without waiving those objections, Defendants respond that they lack
 26 information sufficient to enable them to truthfully admit or deny the request, and therefore deny it
 27 on that basis.

1 **REQUEST FOR ADMISSION NO. 21:**

2 Admit that You agreed to the WhatsApp Terms of Service prior to or during the 2019
 3 Attack Period.

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 21:**

5 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 6 and Objections to the Instructions as if set forth herein. Defendants object that this request calls
 7 for a legal conclusion. Defendants object that the phrase “agreed to” is vague and ambiguous in
 8 the context of this Request. In addition to being a complex question involving various factors not
 9 readily assessable in the context of a discovery response, whether an entity has agreed to terms of
 10 service presents multiple questions of law. Accordingly, Defendants object to this Request as it
 11 calls for a legal conclusion. Defendants further object to the phrase “2019 Attack Period” to the
 12 extent it implies any “attack” occurred. Defendants’ products assist law enforcement in protecting
 13 the public and are used for investigative purposes, not in “attacks.” Defendants further object to
 14 Plaintiffs’ use of the term “You” as overbroad, vague, and unduly burdensome. Defendants cannot
 15 reasonably respond on behalf of the many people potentially included by that term, and any
 16 response is limited to the acts of defendants NSO Group and Q Cyber that are known to their
 17 management and legal personnel. Defendants further object to the extent they are prohibited from
 18 disclosing the requested information by any Israeli law, regulation, or governmental order or
 19 directive, or any other applicable law, regulation, or governmental order or directive. Defendants
 20 further object on the ground and to the extent that this Request seeks private, proprietary, trade
 21 secret, or confidential business information.

22 Subject to and without waiving those objections, Defendants respond as follows: Denied.

23 **REQUEST FOR ADMISSION NO. 22:**

24 Admit that You used WhatsApp prior to or during the 2019 Attack Period.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

26 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 27 and Objections to the Instructions as if set forth herein. Defendants object that the word “used” is

1 vague and ambiguous in the context of this Request, especially in combination with the term
 2 “You.” Defendants further object to Plaintiffs’ use of the term “You” as overbroad, vague, and
 3 unduly burdensome. Defendants cannot reasonably respond on behalf of the many people
 4 potentially included by that term, and any response is limited to the acts of defendants NSO Group
 5 and Q Cyber that are known to their management and legal personnel. Defendants further object
 6 to the phrase “2019 Attack Period” to the extent it implies any “attack” occurred. Defendants’
 7 products assist law enforcement in protecting the public and are used for investigative purposes,
 8 not in “attacks.” Defendants further object to this request on the basis that they lack sufficient
 9 knowledge or information to respond to this Request, particularly as Pegasus is operated by NSO’s
 10 sovereign customers. Defendants further object to the extent they are prohibited from disclosing
 11 the requested information by any Israeli law, regulation, or governmental order or directive, or any
 12 other applicable law, regulation, or governmental order or directive. Defendants further object on
 13 the ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 14 business information.

15 Subject to and without waiving those objections, Defendants respond as follows:
 16 Defendants admit that certain of their employees are among the nearly 2 billion people who
 17 reportedly used WhatsApp in 2019, including during the period between April 29, 2019 and May
 18 10, 2019.

19 **REQUEST FOR ADMISSION NO. 23:**

20 Admit that You used WhatsApp Computers to install or attempt to install NSO Spyware to
 21 a Device.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 23:**

23 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 24 and Objections to the Instructions as if set forth herein. Defendants object that the terms “used,”
 25 “Device,” and “attempt to install” are vague and ambiguous in the context of this Request,
 26 particularly in conjunction with the term “You.” Defendants further object to Plaintiffs’ use of the
 27 term “You” as overbroad, vague, and unduly burdensome. Defendants cannot reasonably respond

1 on behalf of the many people potentially included by that term, and any response is limited to the
 2 acts of defendants NSO Group and Q Cyber that are known to their management and legal
 3 personnel. Defendants further object to this Request to the extent that it falsely implies that
 4 persons, teams, groups, divisions or sections at NSO deploy, use, or operate Pegasus or any other
 5 technology within the definition of “NSO Spyware.” Defendants further object to this Request to
 6 the extent Plaintiffs intend for the phrase “NSO Spyware” to refer to any product other than the
 7 relevant version of Pegasus (*i.e.* the version in effect at the relevant time period for this action that
 8 was allegedly used with respect to the approximately 1,400 Target Devices described in the
 9 Complaint) on the basis that no other products are relevant to Plaintiffs’ allegations in the
 10 Complaint. Defendants further object to the extent they are prohibited from disclosing the
 11 requested information by any Israeli law, regulation, or governmental order or directive, or any
 12 other applicable law, regulation, or governmental order or directive. Defendants further object on
 13 the ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 14 business information.

15 Subject to and without waiving those objections, Defendants respond as follows: Denied.

16 **REQUEST FOR ADMISSION NO. 24:**

17 Admit that You did not have permission from WhatsApp or Meta to install or attempt to
 18 install NSO Spyware using WhatsApp Computers.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 24:**

20 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 21 and Objections to the Instructions as if set forth herein. Defendants object that the phrase “attempt
 22 to install” is vague and ambiguous in the context of this Request, as it is not clear what constitutes
 23 “attempt[ing] to install.” Defendants object that the request implies that Defendants installed or
 24 attempted to install NSO Spyware using WhatsApp Computers, which is not true or accurate.
 25 Defendants object to Plaintiffs’ use of the term “You” as overbroad, vague, and unduly
 26 burdensome. Defendants cannot reasonably respond on behalf of the many people potentially
 27 included by that term, and any response is limited to the acts of defendants NSO Group and Q

1 Cyber that are known to their management and legal personnel. Defendants further object to
 2 Plaintiffs' use of the term "install" to the extent it miscomprehends or misstates how Pegasus
 3 functions, including because Pegasus would not require that anything be installed on a "WhatsApp
 4 Computer," even if used in connection with Plaintiffs' allegations. Defendants further object to this
 5 Request to the extent that it falsely implies that persons, teams, groups, divisions or sections at
 6 NSO deploy, use, or operate Pegasus or any other technology within the definition of "NSO
 7 Spyware." Defendants further object to this Request to the extent Plaintiffs intend for the phrase
 8 "NSO Spyware" to refer to any product other than the relevant version of Pegasus (*i.e.* the version
 9 in effect at the relevant time period for this action that was allegedly used with respect to the
 10 approximately 1,400 Target Devices described in the Complaint) on the basis that no other
 11 products are relevant to Plaintiffs' allegations in the Complaint. Defendants further object to the
 12 extent they are prohibited from disclosing the requested information by any Israeli law, regulation,
 13 or governmental order or directive, or any other applicable law, regulation, or governmental order
 14 or directive. Defendants further object on the ground and to the extent that this Request seeks
 15 private, proprietary, trade secret, or confidential business information.

16 Subject to and without waiving those objections, Defendants respond as follows: Denied.

17 **REQUEST FOR ADMISSION NO. 25:**

18 Admit that Exhibit A to the Complaint, starting on page 8 of Exhibit 11 to the Complaint,
 19 accurately describes Your "Systems and Services," as defined in Exhibit A to the Complaint, as of
 20 December 17, 2015.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 25:**

22 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 23 and Objections to the Instructions as if set forth herein. Defendants object that the phrase "Exhibit
 24 A to the Complaint, starting on page 8 of Exhibit 11 to the Complaint" is vague and ambiguous.
 25 Defendants interpret this request as asking about Exhibit A to Exhibit 11 to the Complaint.
 26 Defendants further object that the words "as of" are vague and ambiguous in the context of this
 27 Request as they could mean "on" or "since." Defendants object that the term "accurately" is vague

1 and ambiguous in the context of this Request as the time period for this Request is unclear. In the
 2 absence of Plaintiffs specifying a time period for the Request, Defendants cannot state if the
 3 document is accurate as to any “Systems and Services” at the time. Defendants further object to
 4 this Request to the extent that it seeks information prior to January 2018. The relevant time period
 5 for this action is January 2018 through May 13, 2019, and information outside that time period is
 6 not relevant to any party’s claim or defense nor proportional to the needs of the case. Defendants
 7 further object to the phrase “Your ‘Systems and Services’” because Plaintiffs’ overbroad definition
 8 for “Your” renders this request vague, overbroad, unduly burdensome, and not proportional to the
 9 needs of the case. Defendants further object to the extent the phrase “your ‘Systems and Services’”
 10 implicitly seeks information regarding any product other than the relevant version of Pegasus (*i.e.*
 11 the version in effect at the relevant time period for this action that was allegedly used with respect
 12 to the approximately 1,400 Target Devices described in the Complaint) on the basis that no other
 13 products are relevant to Plaintiffs’ allegations in the Complaint. Defendants further object to the
 14 extent they are prohibited from disclosing the requested information by any Israeli law, regulation,
 15 or governmental order or directive, or any other applicable law, regulation, or governmental order
 16 or directive. Defendants further object on the ground and to the extent that this Request seeks
 17 private, proprietary, trade secret, or confidential business information.

18 Subject to and without waiving those objections, Defendants respond as follows:
 19 Defendants lack information sufficient to enable them to truthfully admit or deny whether Exhibit
 20 A to Exhibit 11 to the Complaint is authentic. Defendants admit that Exhibit A appears to describe
 21 certain aspects of a technology system that was to be provided in 2015 pursuant to a contract.
 22 Except as expressly admitted herein, Defendants deny the request.

23 **REQUEST FOR ADMISSION NO. 26:**

24 Admit that Exhibit A-1 to the Complaint, starting on page 9 of Exhibit 11 to the Complaint,
 25 accurately describes the “Features and Capabilities” of NSO Spyware, as of December 17, 2015.

26 **RESPONSE TO REQUEST FOR ADMISSION NO. 26:**

27 Defendants incorporate by reference the General Objections, Objections to the Definitions,

1 and Objections to the Instructions as if set forth herein. Defendants object that the phrase “Exhibit
 2 A-1 to the Complaint, starting on page 9 of Exhibit 11 to the Complaint” is vague and ambiguous.
 3 Defendants interpret this request as asking about Exhibit A-1 to Exhibit 11 to the Complaint.
 4 Defendants further object that the words “as of” are vague and ambiguous in the context of this
 5 Request as they could mean “on” or “since.” Defendants object that the term “accurately” is vague
 6 and ambiguous in the context of this Request as the time period for this Request is unclear. In the
 7 absence of Plaintiffs specifying a time period for the Request, Defendants cannot state if the
 8 document is accurate as to any “Features and Capabilities” at the time. Defendants further object
 9 to this Request to the extent that it seeks information prior to January 2018. The relevant time
 10 period for this action is January 2018 through May 13, 2019, and information outside that time
 11 period is not relevant to any party’s claim or defense nor proportional to the needs of the case.
 12 Defendants further object to this Request to the extent that it falsely implies that persons, teams,
 13 groups, divisions or sections at NSO deploy, use, or operate Pegasus or any other technology
 14 within the definition of “NSO Spyware.” Defendants further object to this Request to the extent
 15 Plaintiffs intend for the phrase “NSO Spyware” to refer to any product other than the relevant
 16 version of Pegasus (*i.e.* the version in effect at the relevant time period for this action that was
 17 allegedly used with respect to the approximately 1,400 Target Devices described in the
 18 Complaint) on the basis that no other products are relevant to Plaintiffs’ allegations in the
 19 Complaint. Defendants further object to the extent they are prohibited from disclosing the
 20 requested information by any Israeli law, regulation, or governmental order or directive, or any
 21 other applicable law, regulation, or governmental order or directive. Defendants further object on
 22 the ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 23 business information.

24 Subject to and without waiving those objections, Defendants respond as follows:
 25 Defendants lack information sufficient to enable them to truthfully admit or deny whether Exhibit
 26 A-1 to Exhibit 11 to the Complaint is authentic. Defendants admit that Exhibit A-1 to Exhibit 11
 27 appears to describe certain aspects of a technology system that was to be provided in 2015 pursuant

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1 to a contract. Except as expressly admitted herein, Defendants deny the request.

2 **REQUEST FOR ADMISSION NO. 27:**

3 Admit that Exhibit B to the Complaint titled “Considerations,” starting on page 32 of
 4 Exhibit 11 to the Complaint, accurately describes payments to be made to You for “the provision
 5 of the License, System, and Services” related to Pegasus, as of December 17, 2015.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 27:**

7 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 8 and Objections to the Instructions as if set forth herein. Defendants object that the term “You”
 9 renders this Request vague, ambiguous, unduly burdensome and not proportional to the needs of
 10 the case. Any response is limited to Defendants NSO and Q Cyber. Defendants further object that
 11 the words “as of” are vague and ambiguous in the context of this Request as they could mean “on”
 12 or “since.” Defendants object that the term “accurately” is vague and ambiguous in the context of
 13 this Request as the time period for this Request is unclear. In the absence of Plaintiffs specifying
 14 a time period for the Request, Defendants cannot state if Exhibit B is accurate as to any payments.
 15 Defendants further object to this Request to the extent that it seeks information for multiple years
 16 or information prior to January 2018. The relevant time period for this action is January 2018
 17 through May 13, 2019, and information outside that time period is not relevant to any party’s claim
 18 or defense nor proportional to the needs of the case. Defendants further object to the extent they
 19 are prohibited from disclosing the requested information by any Israeli law, regulation, or
 20 governmental order or directive, or any other applicable law, regulation, or governmental order or
 21 directive. Defendants further object on the ground and to the extent that this Request seeks private,
 22 proprietary, trade secret, or confidential business information.

23 Subject to and without waiving those objections, Defendants respond as follows: Denied.

24 **REQUEST FOR ADMISSION NO. 28:**

25 Admit that Exhibit C to the Complaint, starting on page 33 of Exhibit 11 to the Complaint,
 26 accurately describes the “Installation Requirements” of NSO Spyware as of December 17, 2015.

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1 **RESPONSE TO REQUEST FOR ADMISSION NO. 28:**

2 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 3 and Objections to the Instructions as if set forth herein. Defendants object that the phrase “Exhibit
 4 C to the Complaint, starting on page 33 of Exhibit 11 to the Complaint” is vague and ambiguous.
 5 Defendants interpret this request as asking about Exhibit C to Exhibit 11 to the Complaint.
 6 Defendants further object that the words “as of” are vague and ambiguous in the context of this
 7 Request as they could mean “on” or “since.” Defendants object that the term “accurately” is vague
 8 and ambiguous in the context of this Request as the time period for this Request is unclear.
 9 Defendants further object to this Request to the extent that it seeks information for multiple years
 10 or information prior to January 2018. The relevant time period for this action is January 2018
 11 through May 13, 2019, and information outside that time period is not relevant to any party’s claim
 12 or defense nor proportional to the needs of the case. Defendants further object to this Request to
 13 the extent that it falsely implies that persons, teams, groups, divisions or sections at NSO deploy,
 14 use, or operate Pegasus or any other technology within the definition of “NSO Spyware.”
 15 Defendants further object to this Request to the extent Plaintiffs intend for the phrase “NSO
 16 Spyware” to refer to any product other than the relevant version of Pegasus (*i.e.* the version in
 17 effect at the relevant time period for this action that was allegedly used with respect to the
 18 approximately 1,400 Target Devices described in the Complaint) on the basis that no other
 19 products are relevant to Plaintiffs’ allegations in the Complaint. Defendants further object to the
 20 extent they are prohibited from disclosing the requested information by any Israeli law, regulation,
 21 or governmental order or directive, or any other applicable law, regulation, or governmental order
 22 or directive. Defendants further object on the ground and to the extent that this Request seeks
 23 private, proprietary, trade secret, or confidential business information.

24 Subject to and without waiving those objections, Defendants respond as follows:
 25 Defendants lack information sufficient to enable them to truthfully admit or deny whether Exhibit
 26 C to Exhibit 11 to the Complaint is authentic. Defendants admit that Exhibit C to Exhibit 11
 27 appears to describe certain aspects of a technology system that was to be provided in 2015 pursuant

1 to a contract. Except as expressly admitted herein, Defendants deny the request.

2 **REQUEST FOR ADMISSION NO. 29:**

3 Admit that Exhibit D to the Complaint, starting on page 34 of Exhibit 11 to the Complaint,
 4 is a true and accurate copy of a service level agreement between NSO Group Technologies Ltd.
 5 And Infralock Development Limited.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 29:**

7 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 8 and Objections to the Instructions as if set forth herein. Defendants further object to this Request
 9 to the extent that it seeks information for multiple years or information prior to January 2018. The
 10 relevant time period for this action is January 2018 through May 13, 2019, and information outside
 11 that time period is not relevant to any party's claim or defense nor proportional to the needs of the
 12 case. Defendants further object to the extent they are prohibited from disclosing the requested
 13 information by any Israeli law, regulation, or governmental order or directive, or any other
 14 applicable law, regulation, or governmental order or directive. Defendants object on the basis that
 15 they are not permitted under Israeli law and their agreement to disclose the identity of any potential
 16 customers. Defendants further object on the ground and to the extent that this Request seeks
 17 private, proprietary, trade secret, or confidential business information.

18 Subject to and without waiving those objections, Defendants respond as follows: Denied.

19 **REQUEST FOR ADMISSION NO. 30:**

20 Admit that You owned or Controlled servers used to install NSO Spyware.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 30:**

22 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 23 and Objections to the Instructions as if set forth herein. Defendants further object that the term
 24 "Controlled" is vague and ambiguous in the context of this Request; Defendants interpret
 25 "Control" to mean having the ability to exclude all others from accessing. Defendants further
 26 object to Plaintiffs' use of the term "You" as overbroad, vague, unduly burdensome, and not
 27 proportional to the needs of the case. Defendants cannot reasonably respond on behalf of the many

1 people potentially included by that term, and any response is limited to the acts of defendants NSO
 2 Group and Q Cyber that are known to their management and legal personnel. Defendants further
 3 object on the basis that the Request does not specify the applicable time period. The relevant time
 4 period for this action is January 2018 through May 13, 2019, and information outside that time
 5 period is not relevant to any party's claim or defense nor proportional to the needs of the case.
 6 Defendants further object to this Request to the extent that it falsely implies that persons, teams,
 7 groups, divisions or sections at NSO deploy, use, or operate Pegasus or any other technology
 8 within the definition of "NSO Spyware." Defendants further object to this Request to the extent
 9 Plaintiffs intend for the phrase "NSO Spyware" to refer to any product other than the relevant
 10 version of Pegasus (*i.e.* the version in effect at the relevant time period for this action that was
 11 allegedly used with respect to the approximately 1,400 Target Devices described in the Complaint)
 12 on the basis that no other products are relevant to Plaintiffs' allegations in the Complaint.
 13 Defendants further object to the extent they are prohibited from disclosing the requested
 14 information by any Israeli law, regulation, or governmental order or directive, or any other
 15 applicable law, regulation, or governmental order or directive. Defendants further object on the
 16 ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 17 business information.

18 Subject to and without waiving those objections, Defendants respond as follows: Denied.

19 **REQUEST FOR ADMISSION NO. 31:**

20 Admit that You provided technical support to Persons using NSO Spyware.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 31:**

22 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 23 and Objections to the Instructions as if set forth herein. Defendants further object that the terms
 24 "provided" and "technical support" as vague and ambiguous in the context of this Request,
 25 particularly given the breadth of people and entities included as "Persons." Defendants further
 26 object because, in light of Plaintiffs' overbroad definition of the term "Person(s)," responding this
 27 Request would be unduly burdensome. Defendants object that the term "You" renders this Request

1 vague, ambiguous, unduly burdensome and not proportional to the needs of the case. Defendants
 2 cannot reasonably respond on behalf of the many people potentially included by that term, and any
 3 response is limited to the acts of defendants NSO Group and Q Cyber that are known to their
 4 management and legal personnel. Defendants further object on the basis that the Request does not
 5 specify the applicable time period. The relevant time period for this action is January 2018 through
 6 May 13, 2019, and information outside that time period is not relevant to any party's claim or
 7 defense nor proportional to the needs of the case. As the Requests use the term "provides,"
 8 Defendants further object to this Request to the extent that it falsely implies that persons, teams,
 9 groups, divisions or sections at NSO deploy, use, or operate Pegasus or any other technology
 10 within the definition of "NSO Spyware." Defendants further object to this Request to the extent
 11 Plaintiffs intend for the phrase "NSO Spyware" to refer to any product other than the relevant
 12 version of Pegasus (*i.e.* the version in effect at the relevant time period for this action that was
 13 allegedly used with respect to the approximately 1,400 Target Devices described in the
 14 Complaint) on the basis that no other products are relevant to Plaintiffs' allegations in the
 15 Complaint. Defendants further object to the extent they are prohibited from disclosing the
 16 requested information by any Israeli law, regulation, or governmental order or directive, or any
 17 other applicable law, regulation, or governmental order or directive. Defendants further object on
 18 the ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 19 business information.

20 Subject to and without waiving those objections, Defendants respond as follows: Admit.

21 **REQUEST FOR ADMISSION NO. 32:**

22 Admit that Your support engineers could be reached at the phone number [REDACTED]
 23 [REDACTED]

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 32:**

25 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 26 and Objections to the Instructions as if set forth herein. Defendants further object that the term
 27 "support engineers" is vague and ambiguous in the context of this Request as the Requests fail to

1 define this term. Defendants further object that the term “Your” renders this Request vague,
 2 ambiguous, unduly burdensome and not proportional to the needs of the case. Defendants cannot
 3 reasonably respond on behalf of the many people potentially included by that term, and any
 4 response is limited to the acts of defendants NSO Group and Q Cyber that are known to their
 5 management and legal personnel. Defendants further object on the basis that the Request is vague
 6 in that it does not specify the applicable time period. The relevant time period for this action is
 7 January 2018 through May 13, 2019, and information outside that time period is not relevant to
 8 any party’s claim or defense nor proportional to the needs of the case. Defendants further object
 9 to the extent they are prohibited from disclosing the requested information by any Israeli law,
 10 regulation, or governmental order or directive, or any other applicable law, regulation, or
 11 governmental order or directive. Defendants further object on the ground and to the extent that
 12 this Request seeks private, proprietary, trade secret, or confidential business information.

13 Subject to and without waiving those objections, Defendants respond as follows: Admit.

14 **REQUEST FOR ADMISSION NO. 33:**

15 Admit that Your Technical Support Center could be reached at the e-mail address
 16 [REDACTED]

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 33:**

18 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 19 and Objections to the Instructions as if set forth herein. Defendants further object that the term
 20 “Technical Support Center” is vague and ambiguous in the context of this Request as the Requests
 21 fail to define this term. Defendants further object that the term “Your” renders this Request vague,
 22 ambiguous, unduly burdensome and not proportional to the needs of the case. Defendants cannot
 23 reasonably respond on behalf of the many people potentially included by that term, and any
 24 response is limited to the acts of defendants NSO Group and Q Cyber that are known to their
 25 management and legal personnel. Defendants further object because Defendants lack sufficient
 26 knowledge or information to respond to this Request on the basis that the email address appears to
 27 be operated by a third party entity. Defendants further object on the basis that the Request does

1 not specify the applicable time period. The relevant time period for this action is January 2018
 2 through May 13, 2019, and information outside that time period is not relevant to any party's claim
 3 or defense nor proportional to the needs of the case. Defendants further object to the extent they
 4 are prohibited from disclosing the requested information by any Israeli law, regulation, or
 5 governmental order or directive, or any other applicable law, regulation, or governmental order or
 6 directive. Defendants further object on the ground and to the extent that this Request seeks private,
 7 proprietary, trade secret, or confidential business information.

8 Subject to and without waiving those objections, Defendants respond as follows: Admit.

9 **REQUEST FOR ADMISSION NO. 34:**

10 Admit that, between April 29, 2019 and May 10, 2019, WestBridge used, caused to be
 11 used, and Controlled the Device associated with the phone number [REDACTED]

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 34:**

13 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 14 and Objections to the Instructions as if set forth herein. Defendants further object that the terms
 15 "used, caused to be used," "Controlled," and "Device" as vague and ambiguous. Defendants
 16 interpret "Control" to mean having the ability to exclude all others from accessing. Defendants
 17 further object to the extent they are prohibited from disclosing the requested information by any
 18 Israeli law, regulation, or governmental order or directive, or any other applicable law, regulation,
 19 or governmental order or directive. Defendants further object on the ground and to the extent that
 20 this Request seeks private, proprietary, trade secret, or confidential business information.

21 Subject to and without waiving those objections, Defendants respond as follows:
 22 Defendants lack information sufficient to enable them to truthfully admit or deny the Request, and
 23 therefore deny it on that basis.

24 **REQUEST FOR ADMISSION NO. 35:**

25 Admit that between April 29, 2019 and May 10, 2019, WestBridge employee Josh Shaner,
 26 used, caused to be used, and Controlled the Device associated with the phone number [REDACTED]
 27 [REDACTED]

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 35:**

2 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 3 and Objections to the Instructions as if set forth herein. Defendants further object that the terms
 4 “used, caused to be used,” “Controlled,” and “Device” are vague and ambiguous in the context of
 5 this Request. Defendants interpret “Control” to mean having the ability to exclude all others from
 6 accessing. Defendants further object to the extent they are prohibited from disclosing the requested
 7 information by any Israeli law, regulation, or governmental order or directive, or any other
 8 applicable law, regulation, or governmental order or directive. Defendants further object on the
 9 ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 10 business information.

11 Subject to and without waiving those objections, Defendants respond as follows:
 12 Defendants lack information sufficient to enable them to truthfully admit or deny the Request, and
 13 therefore deny it on that basis.

14 **REQUEST FOR ADMISSION NO. 36:**

15 Admit that You used, caused to be used, and Controlled the WhatsApp account associated
 16 with phone number [REDACTED] during the 2019 Attack Period.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 36:**

18 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 19 and Objections to the Instructions as if set forth herein. Defendants further object that the terms
 20 “associate with,” “used, caused to be used,” and “Controlled” are vague, ambiguous, unduly
 21 burdensome, and not proportional to the needs of the case. Defendants interpret “Control” to mean
 22 having the ability to exclude all others from accessing. Defendants further object to the phrase
 23 “2019 Attack Period” to the extent it implies any “attack” occurred. Defendants’ products assist
 24 law enforcement in protecting the public and are used for investigative purposes, not in “attacks.”
 25 Defendants further object to Plaintiffs’ use of the term “You” as overbroad, vague, unduly
 26 burdensome, and not proportional to the needs of the case. Defendants cannot reasonably respond
 27 on behalf of the many people potentially included by that term, and any response is limited to the

1 acts of defendants NSO Group and Q Cyber that are known to their management and legal
 2 personnel. Defendants further object to the extent they are prohibited from disclosing the
 3 requested information by any Israeli law, regulation, or governmental order or directive, or any
 4 other applicable law, regulation, or governmental order or directive. Defendants further object on
 5 the ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 6 business information.

7 Subject to and without waiving those objections, Defendants respond as follows:
 8 Defendants lack information sufficient to enable them to truthfully admit or deny the Request, and
 9 therefore deny it on that basis.

10 **REQUEST FOR ADMISSION NO. 37:**

11 Admit that You used, caused to be used, and Controlled the WhatsApp account associated
 12 with phone number [REDACTED] during the 2019 Attack Period.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 37:**

14 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 15 and Objections to the Instructions as if set forth herein. Defendants further object that the terms
 16 “associate with,” “used, caused to be used,” and “Controlled” are vague, ambiguous, unduly
 17 burdensome, and not proportional to the needs of the case. Defendants interpret “Control” to mean
 18 having the ability to exclude all others from accessing. Defendants further object to the phrase
 19 “2019 Attack Period” to the extent it implies any “attack” occurred. Defendants’ products assist
 20 law enforcement in protecting the public and are used for investigative purposes, not in “attacks.”
 21 Defendants further object to Plaintiffs’ use of the term “You” as overbroad, vague, unduly
 22 burdensome, and not proportional to the needs of the case. Defendants cannot reasonably respond
 23 on behalf of the many people potentially included by that term, and any response is limited to the
 24 acts of defendants NSO Group and Q Cyber that are known to their management and legal
 25 personnel. Defendants further object to the extent they are prohibited from disclosing the
 26 requested information by any Israeli law, regulation, or governmental order or directive, or any
 27 other applicable law, regulation, or governmental order or directive. Defendants further object on

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1 the ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 2 business information.

3 Subject to and without waiving those objections, Defendants respond as follows:
 4 Defendants lack information sufficient to enable them to truthfully admit or deny the Request, and
 5 therefore deny it on that basis.

6 **REQUEST FOR ADMISSION NO. 38:**

7 Admit that You had Control over the servers that resolve to the Internet Protocol (IP)
 8 address 54.93.81.200 during the 2019 Attack Period.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 39:**

10 Defendants incorporate by reference the General Objections, Objections to the Definitions,
 11 and Objections to the Instructions as if set forth herein. Defendants interpret “Control” to mean
 12 having the ability to exclude all others from accessing. Defendants further object to the phrase
 13 “2019 Attack Period” to the extent it implies any “attack” occurred. Defendants’ products assist
 14 law enforcement in protecting the public and are used for investigative purposes, not in “attacks.”
 15 Defendants further object to Plaintiffs’ use of the term “You” as overbroad, vague, unduly
 16 burdensome, and not proportional to the needs of the case. Defendants cannot reasonably respond
 17 on behalf of the many people potentially included by that term, and any response is limited to the
 18 acts of defendants NSO Group and Q Cyber that are known to their management and legal
 19 personnel. Defendants further object to the extent they are prohibited from disclosing the
 20 requested information by any Israeli law, regulation, or governmental order or directive, or any
 21 other applicable law, regulation, or governmental order or directive. Defendants further object on
 22 the ground and to the extent that this Request seeks private, proprietary, trade secret, or confidential
 23 business information.

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1 Subject to and without waiving those objections, Defendants respond as follows:
2 Defendants lack information sufficient to enable them to truthfully admit or deny the Request, and
3 therefore deny it on that basis.

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5 Dated: April 17, 2023

KING & SPALDING LLP

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By: /s/ Aaron S. Craig

8 JOSEPH N. AKROTIRIANAKIS

9 AARON S. CRAIG

10 Attorneys for Defendants NSO GROUP

TECHNOLOGIES LIMITED and Q

CYBER TECHNOLOGIES LIMITED

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PROOF OF SERVICE

I am a citizen of the United States and resident of the State of California. I am employed in the County of Los Angeles, State of California, in the office of a member of the bar of this Court, at whose direction this service was made. I am over the age of eighteen years and not a party to the within action.

On April 17, 2023, I served the following documents in the manner described below:

**DEFENDANTS NSO GROUP TECHNOLOGIES LIMITED AND Q CYBER
TECHNOLOGIES LIMITED'S RESPONSES AND OBJECTIONS TO PLAINTIFFS
WHATSAPP, INC. AND META PLATFORMS, INC. FKA FACEBOOK, INC.'S FIRST
SET OF REQUESTS FOR ADMISSION**

- BY ELECTRONIC SERVICE: By electronically mailing a true and correct copy through King & Spalding LLP's electronic mail system to the email addresses set forth below.

On the following parties in this action:

PLEASE SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 17, 2023, at Los Angeles, California.

By:



ADRIANA S. KIM

SERVICE LIST

| | | | | | | | | |
|---|---|---|---|---|---|---|--|---|
| 1 | Greg D. Andres DAVIS POLK & WARDWELL LLP 450 Lexington Avenue New York, New York 10017 Telephone: (212) 450-4724 Email: greg.andres@davispolk.com | 2 | Craig T. Cagney DAVIS POLK & WARDWELL LLP 450 Lexington Avenue New York, New York 10017 Telephone: (212) 450-3162 Email: craig.cagney@davispolk.com | | | | | |
| 3 | 4 | 5 | Antonio J. Perez-Marques DAVIS POLK & WARDWELL LLP 450 Lexington Avenue New York, New York 10017 Telephone: (212) 450-4559 Email: antonio.perez@davispolk.com | 6 | 7 | 8 | Micah G. Block DAVIS POLK & WARDWELL LLP 1600 El Camino Real Menlo Park, California 94025 Telephone: (650) 752-2000 Email: micah.block@davispolk.com | 9 |

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