# AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CARAHSOFT
## Term: May 1, 2025 - April 30, 2028

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

CELLEBRITE IS WILLING TO LICENSE SOFTWARE TO YOU ONLY IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT (THE "EULA"), ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BY BUYER (AS DEFINED BELOW) AND CELLEBRITE AND ANY "CLICK-ACCEPT" AGREEMENT, AS APPLICABLE. TO THE EXTENT OF ANY CONFLICT AMONG THIS EULA, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BY BUYER AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER, THE TERMS AND CONDITIONS OF THE MULTIPLE AWARD SCHEDULE (MAS) CONTRACT, AND CELLEBRITE'S TERMS AND CONDITIONS OF SALE, THE ORDER OF PRECEDENCE IS SET FORTH IN GENERAL SERVICES ADMINISTRATION ACQUISITION REGULATION (GSAR) 552.212-4(S) CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS, ORDER OF PRECEDENCE (MAY 2015) (ALTERNATE II – JUL 2009) ( FAR DEVIATION – JUL 2015) (TAILORED).

BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, THE GOVERNMENT "ORDERING ACTIVITY," DEFINED AS AN ENTITY AUTHORIZED TO ORDER UNDER GSA MAS CONTRACTS AS SET FORTH IN GSA ORDER ADM 4800.2H, AS MAY BE REVISED FROM TIME TO TIME, (THE "BUYER") CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED IN THE AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL OR USE ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN BUYER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. YOUR RIGHT TO RETURN AND REFUND ONLY APPLIES IF YOU ARE THE ORIGINAL END USER PURCHASER OF SUCH PRODUCT AND/OR LICENSEE OF SUCH SOFTWARE.

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

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

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

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

"Authorized Users" means the number of Users that Buyer is licensed to have access to the applicable Software. If the number of Authorized Users is not set forth in the Agreement, the number of Authorized Users shall be deemed to be the number of Products purchased by Buyer and shall be deemed to be a number of Concurrent Users. The number of Authorized Users may be expressed in the Agreement as a number of Concurrent Users, a number of Unique Users or a combination of both Concurrent Users and Unique Users.

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

"Concurrent Users" means the number of Users of Buyer concurrently accessing the Software. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.

"Documentation" means any documentation related to any Software provided by Cellebrite.

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

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

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

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

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

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

"Third Party" means an individual or entity other than Buyer, Cellebrite and Cellebrite's Affiliates.

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

"Unique Users" means a User authorized by Buyer to use Software through the assignment a single user ID, regardless of whether such User is using Software at any given time. A non-human device is counted as a Unique User in addition to any individual human user authorized to use the Software, if such device can access the Software.

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

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

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

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

2.    **LICENSE GRANT**

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

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

   ii.   License Exclusion. Notwithstanding any other provision of this EULA, except as may otherwise be required by applicable Law, no license is granted for installation or use of any

Software or associated Update or Upgrade on any Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.

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

B.     Updates and Upgrades.

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

ii. Limitation. Except as expressly provided in the Agreement, Buyer shall have no rights in any Update or Upgrade to Software, nor any rights to support services associated with such Software.

iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Buyer or Buyer to accept such Updates or Upgrades. The provision of any Updates or Upgrades shall be governed by a separate agreement between Cellebrite and Buyer, or by a purchase order issued by Buyer and accepted by Cellebrite, in Cellebrite's sole discretion.

iv. Trial License for Updates and Upgrades. Subject to the terms and conditions of this Agreement, Cellebrite hereby grants to Buyer, and Buyer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of an Update or Upgrade to Software, in executable form only, when provided by Cellebrite, and any accompanying Documentation, only for Buyer's internal use for a trial of such Update or Upgrade, as the case may be, in the Territory and only as authorized in the Agreement, for a period as specified by Cellebrite, but, in any case, no longer than seven (7) days after Cellebrite provides such Update or Upgrade, subject to the restrictions in Section 2.E, 2.F and, if applicable, 2.D. Any time-limited license for any Software shall be subject to the foregoing license grant and such license may be issued at Cellebrite's sole discretion. Buyer agrees to provide to Cellebrite one or more email addresses at which Cellebrite can contact Buyer for communications from Cellebrite, including without limitation regarding Updates or Upgrades. Buyer shall provide Cellebrite with updated email address(es) each time such email address(es) change.

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

i. Any use or operation of the Cellebrite UFED family of products in connection with any product and/or cellular device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User of

the Cellebrite UFED family of products has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.

ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO BUYER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE UFED FAMILY OF PRODUCTS IN CONNECTION WITH ANY PRODUCT AND/OR CELLULAR DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.

iii. Buyer represents, warrants and covenants to Cellebrite that (a) only Users of Buyer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Cellebrite UFED family of products; (b) Users of Buyer shall only use any of the Cellebrite UFED family of products in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Buyer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.

D. <u>License Terms for Educational Use</u>.  If Buyer's purchase order or the Agreement indicates that Buyer is purchasing any Product and/or licensing any Software for educational use only, the following terms and conditions apply:

i. Buyer hereby agrees not to use any Software which is licensed as being for educational use only for any purposes other than training of Buyer's employees, or, if Buyer is an accredited educational institution that is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any Law that replaces the same, for training of students who are full- or part-time students enrolled in a degree-granting program equivalent to a Bachelor's or higher degree.

ii. Unless otherwise agreed to in the Agreement, the prohibition regarding use of Products for training other than for training of Buyer's employees set forth in Section 2.F(n) shall continue to apply.  Nothing in this EULA permits Buyer to use any trade marks of Cellebrite.

E. <u>No Right to Sublicense or Assign</u>. Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided in this Section 2 is sublicensable, transferable or assignable by Buyer, including by operation of Law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Buyer shall be null and void.

F. <u>License Prohibitions</u>. Notwithstanding anything to the contrary in this EULA, Buyer shall not, alone, through a User, an Affiliate or a Third Party (or allow a User, an Affiliate or a Third Party to): (a) modify any Software; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Software; (d) use any Software on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Software, except as provided for in the license grant above; (e) remove, alter or deface (or attempt

any of the foregoing) proprietary notices, labels or marks in any Software; (f) distribute any copy of any Software to any Third Party, including without limitation selling any Product in a secondhand market; (g) use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite; (h) disclose any results of testing or benchmarking of any Software to any Third Party; (i) use any Update or Upgrade beyond those to which Buyer is entitled or with any Software to which Buyer does not have a valid, current license; (j) deactivate, modify or impair the functioning of any disabling code in any Software; (k) circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms; (l) use any Software in violation of any applicable Law or to support any illegal activity; (m) use any Software to violate any rights of any Third Party; (n) use any Product for any training purposes, other than for training Buyer's employees, where Buyer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing; or (o) attempt any of the foregoing. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

G.    Legal Exception. Buyer agrees that, to the extent that any applicable Law (including without limitation national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) grants Buyer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before Buyer exercises any such rights, Buyer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Buyer; or (b) permit Buyer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Buyer's request, shall Buyer exercise its statutory rights.

H.    Network Usage. Buyer understands and agrees that Cellebrite may use Buyer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Buyer's computer and the Cellebrite license server.

I.    Third Party Software. Buyer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. Buyer shall comply with the terms and conditions applicable to any such Third Party Software, in addition to the terms and conditions of this EULA, including without limitation the following terms and conditions (to the extent applicable) set forth in the attached Bing Search API Terms of Use, last updated 12 June 2015.

3.    OWNERSHIP – Cellebrite (or its licensors) retains ownership of all right, title and interest in and to any Software and Documentation and any derivative works thereof, and all copies of the Software and/or Documentation. Nothing in this EULA constitutes a sale, transfer or conveyance of any right, title or interest in any Software and/or Documentation or any derivative works thereof. Notwithstanding anything to the contrary, all Software is licensed and not sold and any reference to a sale of Software shall be understood as a license to Software under the terms and conditions of the Agreement.

4. **CONFIDENTIALITY** – Buyer and/or Cellebrite may each disclose to the other proprietary marketing, technical or business information related to the subject of the Agreement ("Confidential Information"). Technical information relating to Software or Documentation and any Software or Documentation is Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked "confidential", "proprietary" or the like to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

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

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

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

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

5. **EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.**

A. Definitions; Exclusions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and "damages" shall be deemed to refer collectively to all injury, damage, loss or expense incurred. This Section 5 shall not apply to (a) personal injury or death resulting from Cellebrite's negligence; (b) fraud committed by a Party; (c) any other matter for which liability cannot be excluded by Law; or (d) express remedies provided under the GSA Schedule 70 contract.

B. <u>Exclusive Remedies</u>. Cellebrite's entire liability and Buyer's exclusive remedies against Cellebrite for any damages caused by any Product or Software defect or failure, or arising from the performance or non-performance of any obligation hereunder, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:

    i. For bodily injury or death to any person proximately caused by Cellebrite, Buyer's direct damages; and

    ii. For claims other than as set forth above, Cellebrite's liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Buyer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.

C. <u>Limitation of Liability</u>. NOTWITHSTANDING ANY OTHER PROVISION OF THIS EULA, EXCEPT FOR THE LAST SENTENCE OF SECTION 5.A, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.

D. <u>No Liability to any Third Party</u>. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN BUYER.

E. <u>Third Party Software Liability</u>. Notwithstanding anything to the contrary in this EULA, Cellebrite shall not be liable to Buyer or any User for any damages due to use of any Third Party Software. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall govern and apply with respect to the use of each such Third Party Software.

6. **BUYER INDEMNITY** – [Reserved]

7. **CELLEBRITE INDEMNITY** – Cellebrite will, at its expense: (i) indemnify, defend and hold Buyer and its Affiliates and its and their officers and directors harmless from any claim (whether brought by a Third Party or any customer of Buyer) to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Buyer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Buyer and attributable to such claim.

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

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

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

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

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

8. **WARRANTY**

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

free from Defects as set forth above with respect to any Defect that appears (i) within three (3) months after the date of repair or replacement or (ii) prior to the expiration of the original Warranty Period, whichever is later.

B.        <u>Touch Screen Exclusion</u>. Notwithstanding Section 8.A, the Warranty Period for the touch screen of any Product with a touch screen is the period from the date of Buyer's initial receipt of the Product until thirty (30) days after such date.

C.        <u>Warranty of Title</u>. Cellebrite warrants to Buyer that any title conveyed hereunder (excluding Software) shall be good and its transfer rightful, and that the Products delivered under this EULA shall be free from any liens, encumbrances and restrictions.

D.        <u>Software Warranty</u>. Cellebrite warrants to Buyer that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformity with its Documentation. As Buyer's sole and exclusive remedy, Cellebrite will, at its sole expense, in its sole discretion and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty.

E.        <u>Third Party Software Warranty</u>. Notwithstanding anything to the contrary in this EULA, Cellebrite does not provide any warranty with respect to any Third Party Software. The warranty under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall govern and apply with respect to each such Third Party Software warranty.

F.        <u>Exclusions</u>. Notwithstanding anything to the contrary in this warranty, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to defects in Products or Software in the following cases: (a) Buyer's misuse, damage or unauthorized modification of any Products or Software; (b) Buyer's combination of any Products or Software with other products or software, other than as authorized in writing by Cellebrite, including without limitation any installation of any software on any Product without Cellebrite's prior written approval; (c) placement of any Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Buyer; (d) Buyer's intentional or negligent actions or omissions, including without limitation physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including without limitation ordinary wear and tear, cracks or scratches; (f) for any Product with a touch screen, any defect in such a touch screen after thirty (30) days after the date of receipt of such Product, or any defect caused in a touch screen by Buyer's negligence or willful misconduct; (g) maintenance of any Product or Software in a manner that is contrary to specific written instructions provided by Cellebrite to Buyer; (h) a usage of a product or service not provided, authorized or approved by Cellebrite for use with any Product or Software; (i) any repair services not authorized or approved by Cellebrite; (j) any design, documentation, materials, test data or diagnostics supplied by Buyer that have not been authorized or approved by Cellebrite; (k) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS"); (l) any Third Party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (m) any damage to a Third Party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (n) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (o) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorized by an agreement between Cellebrite and Buyer; (p) any prejudicing of Cellebrite's

ability to repair a defect caused by Buyer's failure to promptly notify Cellebrite in writing of such Defect; or (q) any Product or Software that has been resold or otherwise transferred to a Third Party by Buyer (each of (a)-(q), an "Excluded Item"). Without limiting the foregoing, Cellebrite's obligations under the warranty provided hereunder are conditioned upon Buyer's compliance with the terms of the Agreement.

G.      Limitation. Without limiting the foregoing, Cellebrite does not warrant that (i) the operation of any Software and/or Product will be error-free; (ii) all defects in any Software and/or Product will be corrected; or (iii) any Software may not operate on hardware or operating systems or in conjunction with other software other than as expressly specified in the Documentation or approved by Cellebrite in writing.

H.      Warranty Limitations. EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS AFFILIATES, AND ITS AND THEIR SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT BUYER'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND PRODUCT REMAINS WITH BUYER.

I.      Repaired or Replaced Products. Before returning a Product for service, Cellebrite recommends that Buyer back up any data contained in such a Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, OR LOSS OR CORRUPTION OF, ANY RECORDS, PROGRAMS OR OTHER DATA RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

**9.      DISABLING CODE**

A.      Disabling Code. Software may be provided to Buyer with code that allows Cellebrite to disable such Software. Any Updates or Upgrades to Software may include disabling code. Cellebrite agrees not to invoke such disabling code except as provided for in Section 9.B, without Buyer's prior consent, which may be given by telephone or email.

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

**10.      TERM AND TERMINATION**

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

B.      Termination. Cellebrite shall have the right to terminate this EULA upon thirty (30) days' prior written notice to Buyer if Buyer has not cured any material breach of this EULA by the end of such thirty (30) day notice period. Upon termination of this EULA for any reason, (i) Buyer shall be responsible for payment for all purchase orders delivered to Buyer by Cellebrite before the effective date of termination; and (ii) Buyer shall destroy all copies of any Software under Buyer's control or possession.

C.      Survival. The provisions of Sections 1, 2.C, 2.E, 2.F, 2.H, 2.I, 3, 4, 5, 6, 9, 10.C, and 11-15 of this EULA shall survive any termination in accordance with their terms. In addition, any purchase order accepted by Cellebrite prior to the effective date of termination shall survive in accordance with its terms.

## 11.      CHOICE OF LAW; GOVERNING LANGUAGE

A.      Governing Language. The parties hereto have required this EULA be drawn in English language, and that the English language version shall control over any translations thereof.

**12.    ASSIGNMENT -** Neither party may assign its rights and obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this EULA to any affiliate of the other or to any acquirer (by purchase, merger, or otherwise) of all or substantially all of such party's business or assets relating to this EULA, provided that (i) the assignee promptly notifies Cellebrite and agrees in writing to Cellebrite to be bound by the terms and conditions of this EULA, (ii) neither the assignor nor assignee are in default hereunder. Any attempted assignment other than as permitted herein shall be null and void.

**13.    NON-WAIVER** – No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

**14.    ENTIRE AGREEMENT** – The terms and conditions contained in this EULA supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this EULA, except as provided for in the preamble to this EULA regarding the order of precedence. This EULA may not be modified or amended except by a writing signed by Buyer and Cellebrite.

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

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:


For Contractor: Carahsoft Technology Corp

_Meagen Hansen_
Meagen Hansen (May 16, 2025 13:04 EDT)
_____      05/16/2025      Meagen Hansen
Contractor Signature                      Date                      _____
                                                                                Contractor Name (please print)

_____

COUNTY OF SAN MATEO


By: _____                    Resolution No. 081288

President, Board of Supervisors, San Mateo County



Date:    June 10, 2025



ATTEST:


By: _____

Clerk of Said Board

# CELLEBRITE GUARDIAN SECURITY OVERVIEW

Security is our highest priority at Cellebrite. This document provides a detailed overview of the security framework, system design, and operational best practices that power Cellebrite Guardian. In addition, we're providing details on infrastructure security, procedures, policies, and the data center security standards our infrastructure providers provide.

## Executive Overview:

- Security is a top priority for Guardian and that's why it was built according to the principles of **Security by Design** (the principle that Security is built into the product from day 1 and not as an addition) and **Zero Trust** (the principle assumes that every interaction is "untrusted" and should be secure and verified).
- Guardian adheres to the SOC 2 trust services criteria for security and confidentiality and has completed a **SOC 2 Type 2** assessment and the **AWS Foundational Principles**.
- Guardian ensures that **data protection** is at its core, with encryption for both data in transit and data at rest.
- Guardian has **99.95% up-time** Service Level Agreement (SLA) supported by a **24/7** Network Operations Center and Security Operations Center.

## Certification and Compliance

### ISO 27001

Cellebrite is certified under ISO 27001, the global standard for IT security management policies, which is a framework of policies and procedures that includes people, processes, and IT systems. The certification means that Cellebrite meets the requirements for establishing, implementing, maintaining, and continually improving an Information Security Management System (ISMS).

### SOC 2

Guardian completed a SOC 2 Type 2 assessment. SOC 2 is the de facto standard attestation of security control design for Software as a Service applications. You can rest assured that strict controls are in place to keep your data safe. Contact your Cellebrite sales representative for more information.

**UK Cloud Security Principles**
Guardian adheres to the Cloud Security Guidance and the 14 Cloud Service Principles defined by the National Cyber Security Centre.

**European Union General Data Protection Regulation (GDPR)**
Cellebrite maintains compliance with the EU General Data Protection Regulation (GDPR) and complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data transferred from the European Union and Switzerland.

**Guardian Terms of Service**
Guardian is governed by the SaaS Terms of Service. See the Terms of Service at:
https://legal.cellebrite.com/SaaS.htm

**Privacy Statement**
Cellebrite has a defined Privacy Policy. Read the policy at:
https://cellebrite.com/en/privacy-statement/

## Data Center Security

Amazon Web Services (AWS) is a best-in-class cloud computing provider that delivers an infrastructure that is at least 99.99% available. Guardian is hosted in AWS GovCloud (US) and AWS Europe (London). Leveraging a provider, like AWS, ensures that Guardian is running using a highly available and highly secure underpinning infrastructure.

AWS GovCloud provides secure cloud hosting services designed for FedRAMP High baseline; the DOJ's Criminal Justice Information Systems (CJIS) Security Policy; U.S. International Traffic in Arms Regulations (ITAR); Export Administration Regulations (EAR); Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) for Impact Levels 2, 4, and 5; FIPS 140-2; IRS-1075; and other compliance standards. Refer AWS for more information on AWS GovCloud (US).

AWS Europe provides a secure cloud hosting environment conforming to ISO 27001, PCI DSS Level 1, Cloud Security Alliance (CSA), GDPR, System and Organization Controls (SOC), the NCSC UK's Cloud Security Principles, and more compliance standards. Refer to the AWS Compliance Center for resources on the AWS Great Britain environment.

# Guardian Architecture

The following diagram provides an overview of Cellebrite Guardian SaaS architecture:
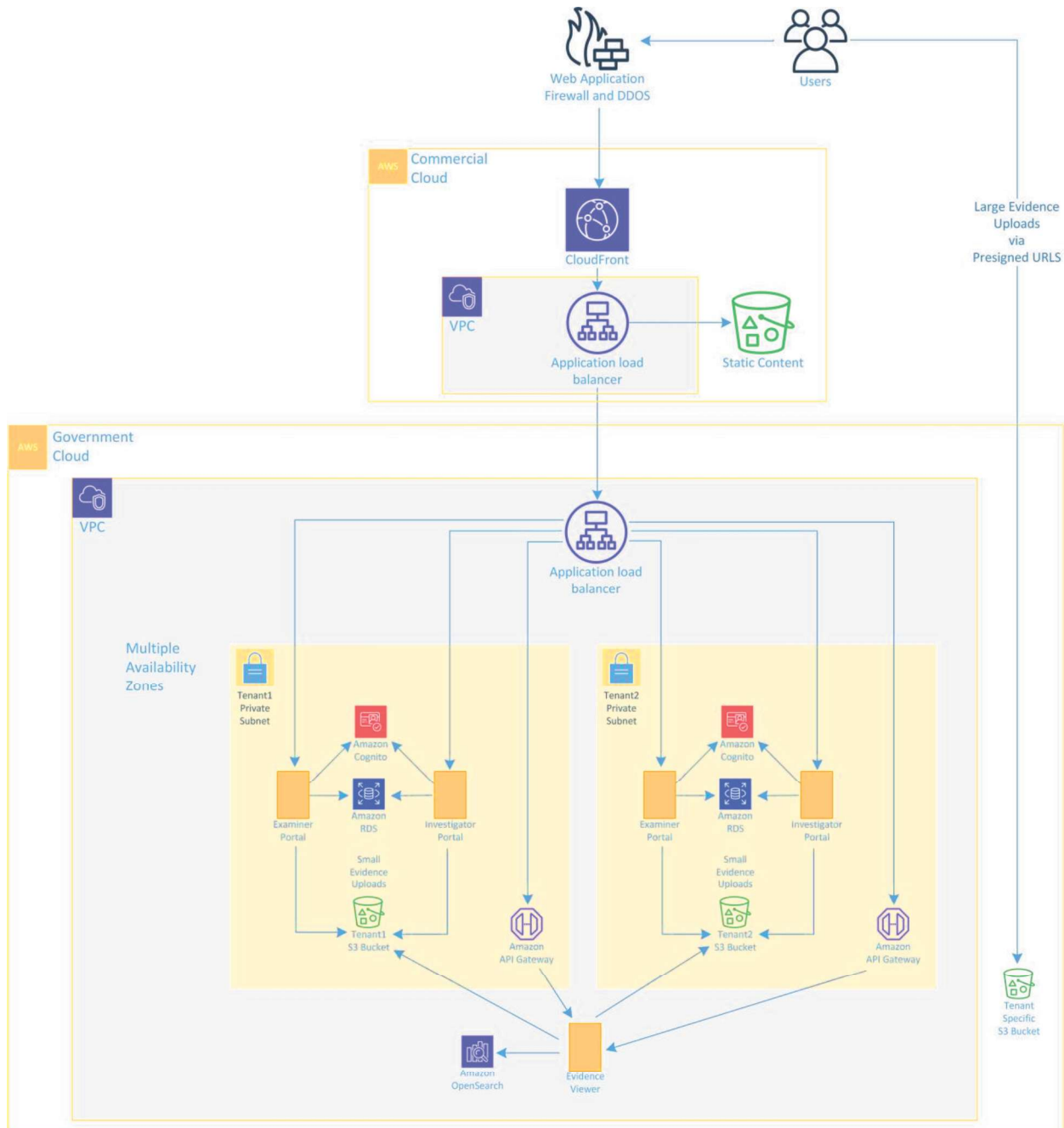
# Application and Data Security

**Data in Transit**

Guardian uses TLS 1.2 and TLS 1.3 with high-grade ciphers ensuring that all traffic is securely encrypted in transit. Endpoints physically reside in AWS datacenters or the Imperva network and are protected from physical access. Guardian has an A+ rating from Qualys SSL Labs.

**Asset Protection and Resilience**

With Guardian, you choose where you want your data to reside to meet your compliance and jurisdiction needs. The region you choose dictates the region where your data is stored, processed, and managed.

All customer data at rest, such as evidence files, are securely stored in Guardian using tenant specific S3 storage using 256-bit AES encryption keys. Encryption keys are securely managed and are unique per customer. Access to customer data is restricted by permissions to the specific object storage bucket and the relevant decryption key. This protects access to customer data and ensures that only authorized clients can access and process the data. Data resilience ensures that data at rest is stored in multiple availability zones. The availability zones never span across regions, ensuring Guardian compliance with data governance laws.

Cellebrite regularly backs up Guardian customer data ensuring practical data recovery. Backups are appropriately protected ensuring only authorized individuals can access the protected data and that backup data is encrypted. Backups are stored in multiple availability zones as an added layer of protection so that if a data center has a failure, your data is still safe. The availability zones never span across regions, ensuring that your data stays in the region you authorized.

Cellebrite has sanitization processes that ensure that your data is permanently deleted should you choose to leave the platform.

Cellebrite uses monitoring systems to identify performance issues and detect problems in the Guardian platform. The monitoring tools are integrated with a 24 / 7/ 365 alerting system to ensure that the relevant teams are notified of any issues in the platform.

Guardian is backed by a 99.95% uptime SLA which means that it will be there when you need it. Supporting transparency of the platform, Guardian leverages a status / trust site to reflect the status of the platform and to communicate pending maintenance to our customers. All customers can subscribe to this status page to be notified of maintenance or

issues with the platform. Visit the status page and subscribe today at:
https://status.cellebrite.cloud

**Separation between Tenants**
Each tenant environment is deployed in a unique network VPC Subnet, ensuring adequate segregation from other Guardian tenants. This segregation is enforced by network access control rules, which blocks all network traffic between customer subnets. This architecture allows for full tenant isolation of compute resources and application databases. Additionally, data storage isolation is enforced via dedicated storage buckets per tenant with access controls governed by tenant specific IAM roles and security groups. Access is controlled by the principle of least privilege.

In a similar fashion, "least privilege" and "separation of duties" concepts are also enforced within Cellebrite by cloud administrators. The tenant setup is deployed using IaaS (Infrastructure as a Service) technology. The IaaS cannot break the tenant isolation concept, which is enforced and managed by the Cellebrite Landing Zone enterprise administrators. This implementation is based on the AWS Landing Zone solution that establishes and implements the security baseline for our SaaS infrastructure.

The Cellebrite Security Landing Zone covers the following topics:
- AWS Organization and Accounts Structure
- Identity and Access Management
- Logging and Monitoring
- Infrastructure Security
- Data Protection
- Incident Response
- Cost Governance and Control
- Shared Services

**Governance Framework**
Cellebrite has a security governance framework which coordinates and directs the management of Guardian and the information within it. The Chief Information Security Officer owns the Cellebrite Information Security Program. The Information Security Committee (ISC) governing the Information Security Policy, consists of a cross-functional team representing operational groups across the organization and is led by senior management. All employees are required to understand, agree, and adhere to the Information Security Policy. The Information Security Policy is reviewed and updated annually.

## Operational Security

All changes are logged in our source code repository. We leverage standard deployment tools to provision Guardian ensuring audibility and the use of standard accepted configurations.

Cellebrite has a stringent software release policy. Notifications on pending releases are updated on the public status site (https://status.cellebrite.cloud) before the release, where possible. Urgent or critical releases may bypass this notification if deemed required.

The Cellebrite ThreatOps team continuously monitors product logs, infrastructure operations, and systems audit logs in our internal SIEM (Security Information and Event Management) to promptly detect and react to potential incidents. Cellebrite security has established a comprehensive strategy and policies to respond, notify and remediate security incidents. Cellebrite runs continuous and automated vulnerability scans for the Guardian assets, prioritizes vulnerability fixes, and quickly releases patches.

Our SOC (Security Operations Center) is staffed with highly qualified and experienced Security Analysts who work to keep the environments secure. Cellebrite has a detailed incident response policy and plan. The approach ensures that security incidents are identified, contained, investigated, and remedied. There are also processes for documentation, reporting security incidents internally and externally, and a root cause analysis to identify and communicate improvements and actions that need to be made after every security incident.

Security solutions have been put in place as part of our multi-layer protection approach for web and API traffic protection. Leveraging the "Defense in Depth" principle, Cellebrite protects Guardian with multiple levels of protection including anti-DDoS protection, advanced rate limiting solutions, and bot protection all supported by next-gen Web Application Firewalls and additional cloud-native solutions for comprehensive overall web protection. These solutions protect the integrity of the web and API traffic processed by Guardian and prevent availability attacks on the system.

## Personnel security

All employees working on Guardian are required to complete and comply with mandatory security training, have undergone background checks and are educated on supporting Guardian and working with underpinning contract providers such as AWS.

## Secure Development

Cellebrite uses policies and procedures to guide our software development lifecycle (SDLC). The Secure-SDLC approach we employ ensures that secure development activities, such as security risk analysis, code reviews, static code analysis, and penetration testing are integral to the development effort. Quality Assurance is done by manual and automated QA processes. Additionally, routine performance testing is conducted to ensure a performant application.

The Secure-SDLC design leverages multiple security technologies and processes to ensure that the application is developed and managed to significantly reduce security risks. Cellebrite uses the "Security by design" approach by adopting the "Shift Left" practice and embedding security throughout all phases of the development lifecycle to detect and mitigate security issues at early stages.

Additionally, threat modeling is conducted to identify and reduce risk. As application risks are discovered, the risks are quantified, assessed, and mitigated accordingly. Security vulnerability scanners and SCA (Software Composition Analysis) tools are used to scan our infrastructure and application. Cellebrite also engages external vendors to conduct periodic web penetration tests on all products allowing for third-party attestation of the product security controls.

Only the Site Reliability Engineering team (operations) has access to the production environments. There is a clear division between Site Reliability Engineering and Development. Supervised access is given to production systems only as needed and only to specific sections.

We continuously test security to ensure our environment stays secure. Using the Open Web Application Security Project (OWASP), Cellebrite constantly reacts to emerging threats ensuring the safety of customer data. Additionally, we adhere to secure design principles such as "Zero Trust", "Defense in Depth", and "Least Privilege."

## Secure User Management

An Agency Administrator configures user Roles and Permissions within the Guardian application at the organization level. Agency Administrator users can add users to the system, add additional Administrator users, create other agencies, reset passwords, and manage group permissions for the organization.

## Supply Chain Security

Cellebrite conducts vendor risk assessments to ensure that the solution providers that are part of the Guardian solution / supply chain are secure and follow best practices wherever possible. Our assessments include questionnaires, review of their certifications and reports, and if appropriate independent assessments.

## Identity and Authentication

All Guardian application users access the application using unique per-user credentials and two-factor authentication via AWS Cognito. Additional authorization layers prevent users from accessing data without proper explicit permissions from organizational administrators. In addition, access control mechanisms are implemented to verify each web request's session validity and authenticity.

Sessions are established between the browser and Guardian. All sessions have an inactivity timeout, which forces the user to log in / reauthenticate if no activity is detected for that session after 20 minutes.

## External Interface Protection

Guardian protects our interfaces by leveraging web security best practices, including secure headers that protect the web sessions and data security. The application uses public and private subnets with enforcing Network Access Controls to manage the traffic. Additionally, sensitive web cookies are protected with relevant security flags such as HttpOnly, Secure, and SameSite.

## Secure Service Administration

Access to the Guardian network is strictly limited to the Cellebrite Site Reliability Engineering team. The SRE team functions as Operations for the platform. Cellebrite policy and technical controls ensure that VPN access to the Guardian networks come from company approved assets that are running company-controlled endpoint protection services and are managed devices. Access to the production environment is centrally logged and scrutinized.

## Audit Information for Users

Guardian application Administrators have access to the Guardian end-user application logs so that they can monitor end-user activity. In addition to browsing the logs from the application, the logs can be exported to a variety of formats so that you can use other log analysis tools if desired.

# Exhibit B - Payments & Rates

*In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:*

County will pay Contractor the hourly rate(s) specified below for the services described in Exhibit A.

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 1 | B-CNR-05-003 | Upgrade to Inseyets Online Pro<br>Cellebrite Inc. - B-CNR-05-003<br>Start Date: 03/01/2025<br>End Date: 04/30/2028<br>: SN - 1184376455 | | $26,365.21 | OM | 1 | $26,365.21 |
| 2 | S-AIS-20-001-265 | Inseyets Online Limited Unlocks subscription - 265 unlocks<br>Cellebrite Inc. - S-AIS-20-001-265<br>Start Date: 03/01/2025<br>End Date: 04/30/2028 | | $170,085.83 | OM | 1 | $170,085.83 |
| 3 | S-UFD-17-039 | Guardian User<br>Cellebrite Inc. - S-UFD-17-039<br>Start Date: 03/01/2025<br>End Date: 04/30/2028 | | $30,898.07 | OM | 3 | $92,694.21 |
| 4 | B-CNR-05-001 | Inseyets Online Pro<br>Cellebrite Inc. - B-CNR-05-001<br>Start Date: 03/01/2025<br>End Date: 04/30/2028 | | $25,497.05 | OM | 1 | $25,497.05 |
| 5 | B-CNR-08-001 | Inseyets Pro PA Stand Alone<br>Cellebrite Inc. - B-CNR-08-001<br>Start Date: 03/01/2025<br>End Date: 04/30/2028<br>: SN - 288290866 | | $12,096.40 | OM | 1 | $12,096.40 |
| 6 | U-TRN-02-122 | Self-Paced Recertification (CCO)<br>- Cellebrite Certified Operator Inseyets<br>Cellebrite Inc. - U-TRN-02-122<br>Start Date: 03/01/2025<br>End Date: 02/28/2026 | | $305.45 | OM | 2 | $610.90 |
| 7 | U-TRN-02-123 | Self-Paced Recertification (CCPA)<br>- Certified Physical Analyst Inseyets<br>Cellebrite Inc. - U-TRN-02-123<br>Start Date: 03/01/2025<br>End Date: 02/28/2026 | | $305.45 | OM | 2 | $610.90 |
| 8 | U-TRN-02-120 | In-Person/Virtual (CASA) - Advanced Smartphone Analysis Inseyets (5 days)<br>Cellebrite Inc. - U-TRN-02-120 | | $4,352.24 | OM | 2 | $8,704.48 |
| | | SUBTOTAL: | | | | | $336,664.98 |
| | | | TOTAL PRICE: | | | | $336,664.98 |
| | | | TOTAL QUOTE: | | | | $336,664.98 |

**Total Not to Exceed Amount for this Agreement is $350,000.**

**INVOICING**

**Upon County's acceptance of services rendered.**

County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

- − Invoice number and date
- − Agreement number/PO number

- Time Period
- Detailed statement of services/work completed for the invoiced period
- Total amount of invoice

Contractor shall send invoices to Sheriffs_Fiscal_Unit@smcgov.org (cc: Lt. Jacob Trickett at jtrickett@smcgov.org). Payments shall be made within 30 days from the date of the applicable, undisputed invoice. County shall have the right to withhold payment if County determines the quality or quantity of work performed is unacceptable.

# Carahsoft_30556_20280431_Final

Final Audit Report                                          2025-05-16

| | |
|---|---|
| Created: | 2025-05-16 |
| By: | Veronica Ruiz (vruiz@smcgov.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAgiN67UhIMeiufhch2BKmyjgsuU3kJaVi |

## "Carahsoft_30556_20280431_Final" History

📄 Document created by Veronica Ruiz (vruiz@smcgov.org)
2025-05-16 - 1:29:03 AM GMT- IP address: 136.226.78.206

✉ Document emailed to meagen.hansen@carahsoft.com for signature
2025-05-16 - 1:30:31 AM GMT

📄 Email viewed by meagen.hansen@carahsoft.com
2025-05-16 - 1:30:43 AM GMT- IP address: 54.175.152.164

✅ meagen.hansen@carahsoft.com authenticated with Adobe Acrobat Sign.
2025-05-16 - 5:02:44 PM GMT

✍ Signer meagen.hansen@carahsoft.com entered name at signing as Meagen Hansen
2025-05-16 - 5:04:24 PM GMT- IP address: 136.226.55.32

✍ Document e-signed by Meagen Hansen (meagen.hansen@carahsoft.com)
Signature Date: 2025-05-16 - 5:04:26 PM GMT - Time Source: server- IP address: 136.226.55.32

✅ Agreement completed.
2025-05-16 - 5:04:26 PM GMT