



## SENTINELONE MASTER SUBSCRIPTION AGREEMENT

This SentinelOne Master Subscription Agreement (“**Agreement**”) is between SentinelOne, Inc. (“**SentinelOne**”) and the customer (“**Customer**”) who accepts this Agreement, or accesses and/or uses the Solutions (as defined below). This Agreement governs Customer’s subscription to the Solutions, constitutes a binding contract in connection with any paid or Evaluation use of the Solutions and is effective on the last date of signatures in the signature box of this Agreement (“**Effective Date**”).

Capitalized terms will have the meaning assigned to such terms, where defined throughout this Agreement. Each of SentinelOne or Customer is sometimes described in this Agreement as a “**Party**” and together, “**Parties**,” which the Parties agree as follows:

### 1. DEFINITIONS.

- 1.1. “**Affiliate(s)**” means any entity that directly, or indirectly through intermediaries, controls, is controlled by, or is under common control with a Party; provided, however, that Customer’s Affiliates shall not include any entity that directly, or indirectly through intermediaries, competes with SentinelOne. The license granted to Customer herein includes the right for Customer and Customer Affiliates to use the Solutions as stated in the applicable Solutions Addendum, provided that Customer agrees to remain fully responsible and liable under this Agreement for Customer’s Affiliates’ use of the Solutions.
- 1.2. “**Confidential Information**” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) concerning or related to this Agreement or the Disclosing Party that is marked as confidential or proprietary, or that the Receiving Party knows or reasonably should know is confidential information of the Disclosing Party given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party. Confidential Information includes, but is not limited to, this Agreement, proprietary and/or non-public technical, business, commercial, financial and/or legal information, such as, without limitation, any and all Solutions information generally shared with Customer and as specifically related to Customer, Solutions information gained by Customer through use of the Solutions, business plans, product information, pricing, financial plans, know how, Customer information, strategies, and other similar information.
- 1.3. “**Current Release**” means the most recent release of the Solutions.
- 1.4. “**Customer Data**” means data ingested from Customer Endpoints, or otherwise provided, by or on behalf of Customer to SentinelOne via Customer’s use of the Solutions, excluding System Data.
- 1.5. “**Data Protection Addendum**” means the then-current terms describing data processing and security obligations with respect to Customer Data, available at <https://www.sentinelone.com/legal/data-protection-addendum/>.
- 1.6. “**Documentation**” means SentinelOne’s then-current published documentation such as technical user guides, installation instructions, articles or similar documentation specifying the functionalities of the Solutions and made available by SentinelOne to Customer as specified in the applicable Solutions Addendum.
- 1.7. “**Endpoint(s)**” means physical or virtual computing devices and/or computing environments (such as containers) that can process data.
- 1.8. “**Enhancements**” means any updates, patches, bug fixes, and versions to the Solutions made by SentinelOne and provided to Customer.
- 1.9. “**Evaluation**” means for the limited purpose of accessing and installing the Solutions for internal evaluation by Customer who is considering purchase of Solutions but without any obligation to enter into any further agreement.

- 1.10. **“Intellectual Property Rights”** means all patents, copyrights, moral rights, trademarks, trade secrets, and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.
- 1.11. **“Partner”** means an authorized SentinelOne partner, such as a reseller.
- 1.12. **“Personal Data”** means any information relating to an identified or identifiable natural person.
- 1.13. **“Purchase Order”** means a document agreed to in writing and executed among Customer and a Partner that references a Quote covering Customer’s subscription to the specified Solutions or an Evaluation offering.
- 1.14. **“Quote”** means a quote from SentinelOne for the Solutions.
- 1.15. **“Restrictions”** means the restrictions to Customer’s license to use Solutions as stated in the License Restrictions section in the applicable Solutions Addendums.
- 1.16. **“SentinelOne”** means SentinelOne, Inc. and its Affiliates.
- 1.17. **“Site”** means SentinelOne’s website at <https://www.sentinelone.com> or as defined in the relevant Solutions Addendum.
- 1.18. **“Solution(s)”** means the products and services offered by SentinelOne.
- 1.19. **“Solutions Addendum”** means the addendum specific to the Solutions that Customer subscribes to under a Purchase Order, and, where applicable, the U.S. Public Sector Addendum. All Solutions Addendums are available at: <https://www.sentinelone.com/legal/>.
- 1.20. **“Special Information”** means sensitive Personal Data or other information requiring additional protections under applicable laws.
- 1.21. **“Subscription Term”** has the meaning as defined in Section 11.1.
- 1.22. **“System Data”** means information compiled by SentinelOne in connection with Customer’s use of a Solution, including but not limited to threat data, contextual data, detections, and indicators of compromise, that SentinelOne may use for security, product, and operations management, and/or for research and development. For the avoidance of doubt, any improvements made to the Solutions will not incorporate Customer Personal Data or reference or mention Customer.
- 1.23. **“Third-Party Products”** means third-party products, applications, services, software, networks, or other systems or information sources that link to the Solutions through SentinelOne’s open APIs.
- 1.24. **“Third-Party Service”** means a third party that manages the installation, onboarding, or operation of, or access to, the Solutions on Customer’s behalf.
- 1.25. **“U.S. Public Sector Addendum”** means the Solutions Addendum that applies to U.S. Public Sector Customers (as defined in the U.S. Public Sector Addendum). The U.S. Public Sector Addendum is available at: <https://www.sentinelone.com/legal/public-sector-addendum/>.

## 2. USE OF THE SOLUTIONS.

- 2.1. **License.** Customer’s right to use Solutions is limited to the specific Solutions it subscribed to under a Purchase Order and subject to the applicable license section of the applicable Solutions Addendum. Subject to the terms of this Agreement, Customer hereby grants to SentinelOne a non-exclusive, non-transferable, worldwide, royalty-free right during an active Subscription Term (as defined below in Section 11.1) to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the applicable Solutions to Customer.
- 2.2. **Documentation.** Customer shall use the Solutions in accordance with the then-current Documentation.
- 2.3. **Third-Party Products.** If Customer decides to send any Customer Data to any third party or otherwise enable, access or use Third-Party Products, including Third-Party Products that integrate directly to Customer’s instance of the Solutions, be advised that SentinelOne does not warrant, and this Agreement does not cover, such Third-Party Products even if SentinelOne resells them or designates them as

certified, approved, or recommended, or if they are otherwise provided by a third party that is a member of a SentinelOne partner program. Customer's access to and use of such Third-Party Products is governed by the terms of such Third-Party Products, and SentinelOne does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Products, including, without limitation, their content or the manner in which they handle data or any interaction between Customer and the provider of such Third-Party Products, or any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access, or use of any such Third-Party Products. Customer may be required to register for or log into such Third-Party Products on their respective websites. By enabling any Third-Party Products, Customer expressly permits SentinelOne to disclose Customer's login and Customer Data to such Third-Party Products as necessary to facilitate Customer's enablement and use of such Third-Party Products.

- 2.4. Third-Party Service.** If Customer enters into an agreement with a third party for a Third-Party Service then Customer may allow such Third-Party Service to use the Solutions provided that (i) as between the Parties, Customer remains responsible for compliance with this Agreement; (ii) such Third-Party Service only uses the Solutions for Customer's purposes that do not violate the License Restrictions and not for the benefit any third party, and agrees to this Agreement in providing services to Customer; and (iii) Customer remains liable to SentinelOne for the Third-Party Service's use of and access to the Solutions on Customer's behalf.

### **3. EVALUATIONS; EARLY ADOPTION AND BETA USE.**

- 3.1. Evaluation Offering.** If Customer receives the Solutions for evaluation purposes, then Customer may use the Solutions for Evaluation for a period of up to thirty (30) days from the start date of the Evaluation (the "**Evaluation Period**"), unless otherwise agreed in writing by SentinelOne. If Customer's use of the Solutions exceeds the Evaluation Period without SentinelOne's consent, then SentinelOne has the right to charge Customer the Fees for such use as identified in SentinelOne's price list.
- 3.2. Evaluation License and Restrictions.** In addition to the license scope detailed elsewhere in this Agreement, during the Evaluation Period, Customer: **(i)** may access, install and use Solutions pursuant to the applicable Documentation, solely as agreed to in writing between Parties **(ii)** shall comply with the Restrictions; and **(iii)** shall uninstall any portion of the Solutions residing on Customer's systems after the Evaluation Period and confirm to SentinelOne in writing (email accepted) of such deletion and uninstallation. If the Evaluation offering is a subscription, Customer understands that SentinelOne may disable access to the subscription automatically at the end of the Evaluation Period, without notice to Customer. During and following the Evaluation Period, the Parties shall discuss Evaluation results in good faith.
- 3.3. Early Adoption or Beta Use.** If Customer is invited to and agrees to participate in SentinelOne's Early Adoption Program or Beta Program, Customer acknowledges that Early Adoption or Beta versions of the Solutions are prerelease versions of the Solutions and as such may contain errors, bugs, or other defects. Accordingly, Customer's use and testing of the Early Adoption and/or Beta versions of the Solutions is subject to the disclaimers stated in Section 3.4 (DISCLAIMER OF WARRANTIES AND LIABILITY). Additionally, Customer's use of Early Adoption and/or Beta versions of the Solutions is subject to SentinelOne's sole discretion as to length and scope of use, updates and support of such Early Adoption or Beta versions of the Solutions.
- 3.4. DISCLAIMER OF WARRANTIES AND LIABILITY.** DURING EVALUATION, EARLY ADOPTION, OR BETA USE OF THE SOLUTIONS, THE SOLUTIONS ARE OFFERED SOLELY ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE, TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR OTHERWISE. CUSTOMER ASSUMES ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOLUTIONS AND ACKNOWLEDGES THAT THE USE OF THE SOLUTIONS, TO THE EXTENT APPLICABLE, MUST BE MADE IN STRICT CONFORMANCE WITH SENTINELONE'S INSTRUCTIONS. WITHOUT LIMITING THE

FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SENTINELONE WILL NOT BE LIABLE FOR ANY NETWORK DOWNTIME, SOLUTIONS DOWNTIME, AND/OR IDENTIFYING AREAS OF WEAKNESS IN THE SOLUTIONS. FOR ALL EVALUATIONS, EARLY ADOPTIONS, OR BETA USE OF THE SOLUTIONS, SENTINELONE SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, LOSS OF PROGRAMS OR INFORMATION, OR OTHER INTANGIBLE OR TANGIBLE LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOLUTIONS OR INFORMATION, OR ANY PERMANENT OR TEMPORARY CESSATION OF THE SOLUTIONS OR ACCESS TO INFORMATION, OR THE DELETION OR CORRUPTION OF ANY CONTENT OR INFORMATION, OR THE FAILURE TO STORE ANY CONTENT OR INFORMATION OR OTHER COMMERCIAL OR ECONOMIC LOSS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF SENTINELONE IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SENTINELONE IS ALSO NOT RESPONSIBLE FOR CLAIMS BY ANY THIRD PARTY. WHILE THE SOLUTIONS ARE PROVIDED FREE OF CHARGE FOR EVALUATION, EARLY ADOPTION, OR BETA PURPOSES ONLY, SENTINELONE'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER SHALL NOT EXCEED U.S. \$100.00. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED, THE LIABILITY OF SENTINELONE SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE PARTIES OBLIGATIONS UNDER SECTION 7 (CONFIDENTIALITY) (EXCLUDING ANY BREACHES OF SENTINELONE'S OBLIGATIONS RELATING TO CUSTOMER DATA) HEREIN.

#### **4. OWNERSHIP AND RESERVATION OF RIGHTS.**

- 4.1. Customer.** As between the Parties, Customer reserves all right, title, and interest in and to Customer Data and all Intellectual Property Rights embodied in Customer Data.
- 4.2. SentinelOne.** As between the Parties, SentinelOne reserves all right, title, and interest in and to the Solutions (and any and all modifications to or derivative works of the Solutions), Documentation, System Data, and any and all Intellectual Property Rights embodied in such.
- 4.3. Reservation of Rights.** Each Party reserves all rights not expressly granted in this Agreement, and no licenses are granted by one Party to the other Party under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement.

#### **5. BILLING, PLAN MODIFICATIONS AND PAYMENTS.**

- 5.1. Fees.** The fees for the Solutions shall be set forth in one or more valid Purchase Orders or as otherwise stated in this Agreement ("Fees"). All Fees are due payable to the applicable Partner as detailed in the applicable valid Purchase Order. If Customer's payment of Fees is past due or delinquent to the Partner and Customer fails to pay the Fees after receipt of SentinelOne's notice to Customer of such delinquency, then such nonpayment will be considered a material breach by Customer of this Agreement and, in addition to SentinelOne's other remedies, SentinelOne may suspend Customer's access to the Solutions and seek recovery of such due and owing Fees directly from Customer. Any late Fees shall incur 3% interest. No refunds or credits for paid Fees will be issued to Customer, except as stated otherwise in Section 11.3 (Effects of Termination).
- 5.2. Subscription Increase.** Subject to availability, if Customer's usage of the Solutions exceeds the usage purchased under an Existing Purchase Order (a "True-Up"), then SentinelOne has the right to invoice the applicable Partner for the incremental Fees associated with such True-Up on (i) a pro rata basis at the price per unit specified in the Existing Purchase Order for the remaining period of such Subscription Term and/or (ii) the overages for usage for the relevant period at the price per unit specified in the Existing Purchase Order. No refunds or credits for paid Fees will be issued to Customer, except as stated otherwise

in Section 11.3 (Effects of Termination). “**Existing Purchase Order**” means the Purchase Order for the current Subscription Term.

- 5.3. Taxes.** The Parties agree that neither shall have any tax obligations towards the other and all tax matters are handled between each Party and the Partner. The foregoing shall apply with applicable changes to Purchase Orders among Customer and a Partner specifying different terms for late payments, tax liability, or indemnification obligations relating to such tax liability.

## **6. PRIVACY AND SECURITY.**

- 6.1. Data Privacy.** SentinelOne will store, access, and otherwise process Customer Data, including any Personal Data contained therein, in accordance with the Data Protection Addendum.
- 6.2. Data Security.** SentinelOne has implemented and will maintain technical, organizational, and physical measures designed to protect Customer Data, as further described in the Data Protection Addendum.

## **7. CONFIDENTIALITY.**

- 7.1. Obligations.** The Receiving Party will maintain in confidence, during the term of this Agreement and for three (3) years following the expiration or earlier termination of this Agreement, all Confidential Information, and will not use such Confidential Information except as expressly permitted in this Agreement; provided that trade secrets shall be kept confidential unless and until they no longer qualify as trade secrets under applicable law. The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party’s obligations under this Agreement, and the Receiving Party will only disclose Confidential Information to its directors, officers, employees, Affiliates, and/or contractors who have a need to know such Confidential Information in order to assist the Receiving Party in performing its duties under this Agreement, and if such directors, officers, employees, Affiliates, and/or contractors have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than those contained in this Agreement. However, each Party may disclose the terms and conditions of this Agreement: **(i)** to legal counsel of such Party; **(ii)** to such Party’s accountants, banks, financing sources and their advisors; **(iii)** in connection with the enforcement of its rights under this Agreement; or **(iv)** in connection with an actual or proposed merger, acquisition, or similar transaction.
- 7.2. Exceptions.** Confidential Information will not include information that: **(i)** is in or enters the public domain through no fault of the Receiving Party; **(ii)** the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; **(iii)** the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Confidential Information; or **(iv)** the Receiving Party receives from a third party without restriction on disclosure and without breach of such third party’s nondisclosure obligation. In addition, the Receiving Party may disclose Confidential Information that is required to disclose by law, or by a subpoena or order issued by a court of competent jurisdiction (each, an “**Court Order**”), provided that the Receiving Party shall: **(a)** give the Disclosing Party written notice of the Court Order promptly after receiving it; and **(b)** cooperate fully with the Disclosing Party to provide the Disclosing Party with the opportunity to interpose any objections it may have to disclosure of the information required by the Court Order and to seek a protective order or other appropriate relief. In the event of any dispute between the Parties as to whether specific information is within one or more of the exceptions set forth in this Section 7.2, Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).
- 7.3. Remedies.** The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information will result in irreparable injury to the Disclosing Party that would not be adequately compensated by the payment of money damages. In addition to any other legal and equitable remedies that may be available, the Disclosing Party will be entitled to injunctive relief against any breach or threatened breach by the Receiving Party of the confidentiality obligations hereunder, from any court of competent jurisdiction, without being required to show any actual damage or irreparable harm, to prove

the inadequacy of its legal remedies, or to post any bond or other security.

## **8. REPRESENTATIONS, WARRANTIES AND REMEDIES.**

- 8.1. General Representations and Warranties.** Each Party represents and warrants that: **(i)** it is validly existing and in good standing under the laws of the place of its establishment or incorporation; **(ii)** it has full corporate or organizational power and authority to execute, deliver, and perform its obligations under this Agreement; **(iii)** the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; **(iv)** this Agreement is valid, binding, and enforceable against it in accordance with its terms; **(v)** it shall deliver (as to SentinelOne) and operate (as to Customer) the Solutions in material conformity with the Documentation and the terms herein; and **(vi)** it will perform its obligations under this Agreement in accordance with applicable federal or state laws or regulations.
- 8.2. Conformity with Documentation.** SentinelOne warrants that at any point in time during Customer's Subscription Term, the Current Release will substantially conform in all material respects with the Documentation. Customer must notify SentinelOne of a breach of this warranty in order for Customer to be entitled to remedies for such breach. Customer's sole and exclusive remedy for any breach of this warranty shall be, at SentinelOne's sole cost, for SentinelOne to use commercially reasonable efforts: **(i)** to provide Customer with an error-correction or workaround to remedy the non-conformity or to replace the non-conforming portions of the Solutions with conforming items; or **(ii)** to terminate the subscription and access to the non-conforming Solutions and refund applicable Fees for such pursuant to Section 11.3 (Effects of Termination). The above warranty will not apply: **(a)** if the Solutions are not used in compliance with the Documentation; **(b)** if any unauthorized modifications are made to the Solutions by Customer or any third party; **(c)** to the use of versions of the Solutions that are not the Current Release or the Solutions released immediately preceding the Current Release; **(d)** to defects due to accident, abuse, or improper use by Customer; or **(e)** to Evaluation or Early Adoption use of the Solutions.
- 8.3. Disclaimer.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 8, EACH PARTY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THIS AGREEMENT AND THE SOLUTIONS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, STATUTE, CUSTOM, USAGE, COURSE OF DEALING, OR OTHERWISE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), ACCURACY, NON-INFRINGEMENT, OR CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. SENTINELONE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, DETECT, OR IDENTIFY ALL THREATS, CONFIGURATION ERRORS, VULNERABILITIES, MALWARE, OR MALICIOUS SOFTWARE, OR THAT IT WILL RESTORE CONTROL OF SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD SENTINELONE RESPONSIBLE FOR ANY OF THE FOREGOING OR ANY CONSEQUENCES THEREOF. SENTINELONE DISCLAIMS ALL LIABILITY FOR CUSTOMER CREATED SCRIPTS AND CUSTOMER DIRECTED DATA MANAGEMENT. REPORTS GENERATED THROUGH CUSTOMER'S USE OF THE SOLUTIONS ARE PROVIDED AS-IS AND AS-AVAILABLE WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. THE SOLUTIONS ARE NOT DESIGNED OR INTENDED FOR USE IN ANY ENVIRONMENT WHERE FAILURE COULD RESULT IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ("**SAFETY-CRITICAL USE**"). SAFETY-CRITICAL USE INCLUDES, WITHOUT LIMITATION, LIFE SUPPORT DEVICES AND SYSTEMS, TRANSPORTATION VEHICLES, AIRCRAFT NAVIGATION, AIRCRAFT CONTROL, EQUIPMENT OR SYSTEMS FOR THE OPERATION OF NUCLEAR FACILITIES AND WEAPONS SYSTEMS.

## **9. INDEMNIFICATION OBLIGATIONS.**

- 9.1. Infringement Indemnity.** SentinelOne will at its cost and expense: **(A)** defend any claim asserted by a

third party against Customer and Customer's directors, officers, employees, contractors, agents, or other authorized representatives ("**Customer Indemnitees**") to the extent alleging that the Solutions used in accordance with this Agreement infringe or misappropriate a third party's valid Intellectual Property Right ("**IP Claims**"); and **(B)** pay and indemnify any losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, costs (including reasonable attorneys' fees), or expenses of whatever kind, that are agreed to in a settlement by SentinelOne or are finally awarded by a court of competent jurisdiction as a result of the IP Claims (collectively, "**Losses**"). In the event of an IP Claim pursuant to this Section 9.1, SentinelOne may, at SentinelOne's option and at SentinelOne's expense: **(i)** obtain for Customer, the right to continue to exercise the license granted to Customer under this Agreement; **(ii)** substitute the allegedly infringing component for an equivalent non-infringing component; or **(iii)** modify the Solutions to make them non-infringing. If the options set forth in Section 9.1(i), (ii), or (iii) are not obtainable on commercially reasonable terms, SentinelOne may terminate this Agreement and will refund to Customer all prepaid Fees for the Solutions attributable to the Subscription Term (as outlined in the applicable Purchase Order) following the termination of this Agreement. SentinelOne's indemnification obligations do not extend to IP Claims or Losses arising from or relating to: **(a)** any act or omission of any Customer Indemnitees in breach of the Agreement; **(b)** any combination of the Solutions (or any portion thereof) by any Customer Indemnitees or any third party with any equipment, software, data, or any other materials where the infringement would not have occurred but for such combination, unless such combination is the customary, ordinary, and intended use of the Solutions; **(c)** any modification to the Solutions by any Customer Indemnitees or any third party where the infringement would not have occurred but for such modification; **(d)** the use of the Solutions by any Customer Indemnitees or any third party in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; or **(e)** the continued use of the Solutions after SentinelOne has provided a substantially equivalent non-infringing software or service.

**9.2. Customer Indemnity.** Customer will at its cost and expense: **(A)** defend any claim asserted by a third party against SentinelOne and SentinelOne's directors, officers, employees, contractors, agents, or other authorized representatives ("**SentinelOne Indemnitees**") to the extent arising from **(i)** Customer's use of the Solutions in breach of this Agreement; **(ii)** Customer's unauthorized use of any third party intellectual property; or **(iii)** Customer's breach of the Restrictions ("**Indemnity Claims**"); and **(B)** pay and indemnify any losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, costs (including reasonable attorneys' fees), or expenses of whatever kind, that are agreed to in a settlement by Customer or are finally awarded by a court of competent jurisdiction as a result of the Indemnity Claims.

**9.3. Procedures.** The indemnifying Party's indemnification obligations under this Section 9 for any claim covered under Sections 9.1 or 9.2 ("**Claim**") are conditioned upon the indemnified Party: **(i)** giving prompt written notice of the Claim to the indemnifying Party once the indemnified Party becomes aware of the Claim (provided that failure to provide prompt written notice to the indemnifying Party will not alleviate an indemnifying Party's obligations under this Section 9 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); **(ii)** granting the indemnifying Party the option to take sole control of the defense (including granting the indemnifying Party the right to select and use counsel of its own choosing) and settlement of the Claim (except that the indemnified Party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of the indemnified Party); and **(iii)** providing reasonable cooperation to the indemnifying Party and, at the indemnifying Party's request and expense, assistance in the defense or settlement of the Claim.

## **10. LIMITATION OF LIABILITY.**

**10.1. SUBJECT TO ANY SPECIFIC LIMITATIONS ON LIABILITY STATED IN THIS SECTION 10, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SENTINELONE (OR THE APPLICABLE PARTNER) IN THE 6-MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME OF THE FIRST EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES OR GIVING RISE TO A CLAIM.**



- 10.2.** SENTINELONE'S TOTAL AGGREGATE LIABILITY FOR SENTINELONE'S BREACH OF SECTION 6 (PRIVACY AND SECURITY) OR OF ANY OTHER OBLIGATION RELATING TO CUSTOMER DATA SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SENTINELONE (OR THE APPLICABLE PARTNER) IN THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME OF THE FIRST EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES OR GIVING RISE TO A CLAIM.
- 10.3.** THE LIMITATIONS SET FORTH IN SECTIONS 10.1 AND 10.2 SHALL NOT APPLY TO: **(i)** ANY BREACHES OF THE RESTRICTIONS; **(ii)** ANY BREACHES OF SECTION 7 (CONFIDENTIALITY) (EXCLUDING ANY BREACHES OF SENTINELONE'S OBLIGATIONS RELATING TO CUSTOMER DATA); OR **(iii)** TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.
- 10.4.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, INTERRUPTION OF BUSINESS, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.5.** MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THE LIMITATIONS SET FORTH IN THIS SECTION 10 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **11. TERM, TERMINATION AND EFFECT OF TERMINATION.**

- 11.1. Term.** The term of this Agreement will begin on the Effective Date and continue until all active Subscription Terms have expired per the notice provisions set out below or until earlier terminated pursuant to the terms of this Agreement. Customer's subscription to any Solutions shall be as stated in the first Purchase Order for such Solutions (the "**Initial Subscription Term**"), and thereafter the Solutions subscription shall renew for additional successive periods identical in length to the Initial Subscription Term or the term stated in the most recent Purchase Order ("**Renewal Subscription Term**") and collectively, "**Subscription Term**"), unless either Party notifies the other in writing no less than thirty (30) days prior to the close of the then-current Initial or Renewal Subscription Term of its intention not to renew. If Customer does not provide a timely notice of non-renewal or issue a Purchase Order for the Renewal Subscription Term, then the Fees for the Renewal Subscription Term shall be calculated at 120% of the most recent Purchase Order(s) for the applicable Solutions.
- 11.2. Termination.** In addition to SentinelOne's right to terminate this Agreement and all Solutions Addendums or the applicable Solutions Addendum and its corresponding Subscription Term pursuant to Section 9.1 (Infringement Indemnity), either Party may terminate this Agreement and all Solutions Addendums or the applicable Solutions Addendum and its corresponding Subscription Term, for cause, if the other Party: **(i)** materially breaches this Agreement (including an applicable Solutions Addendum) and does not cure such breach within thirty (30) days after its receipt of written notice of such breach; or **(ii)** becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. Additionally, SentinelOne may terminate this Agreement and all Solutions Addendums or a specific Solutions Addendum and its corresponding Subscription Term immediately for cause by providing concurrent notice to Customer if SentinelOne believes that Customer is using the Solutions in any unauthorized manner likely to cause harm to SentinelOne, the Solutions or a third party. Product availability and access for Customer, including access or storage of any associated or retained data, shall only be made available during Subscription Term.
- 11.3. Effects of Termination.** Upon any termination or expiration of this Agreement and/or Solutions Addendum: **(i)** all rights and licenses granted to Customer under this Agreement and any applicable Solutions Addendum(s) will immediately terminate; **(ii)** all of SentinelOne's obligations under this Agreement and any applicable Solutions Addendum(s) (including, SentinelOne's performance of the



Singularity Support) will immediately cease; (iii) there will be no refund for any pre-paid and unused Fees as of the termination date (except where Customer terminates this Agreement under Section 11.2 (Termination) due to SentinelOne's material breach or where SentinelOne terminates this Agreement under Sections 8.2 (Conformity with Documentation) or 9.1 (Infringement Indemnity) herein, in which case any refunds shall be on a pro-rata basis for any remaining unused portion of a subscription left after such termination), and Customer will immediately pay SentinelOne any Fees due and payable under this Agreement as of the termination date; (iv) upon receiving a written request from the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all Confidential Information of the Disclosing Party then in its possession or destroy all copies of such Confidential Information, at the Disclosing Party's sole discretion and direction; (v) Customer will immediately cease all use of the Solutions and destroy and/or permanently delete all copies of any components of the Solutions in Customer's possession; and (vi) Customer will uninstall the Solutions immediately after termination of this Agreement or any applicable Solutions Addendum(s) and, upon SentinelOne's request, provide written confirmation of such uninstallation. SentinelOne reserves the right to investigate suspected violations of Customer's obligations under Sections 11.3(v) and 11.3(vi) herein. Customer will immediately confirm, in writing, that it has complied with these Sections 11.3(v) and 11.3(vi) at SentinelOne's request. In addition to and not in lieu of any rights SentinelOne may have under this Agreement or at law, reserves the right to invoice Customer monthly for any use of the Solutions after termination of this Agreement or any applicable Solutions Addendum(s) at a rate of 120% of the most recent Purchase Order(s) for use of the applicable Solutions. Notwithstanding any terms to the contrary in this Agreement, the Restrictions and Sections 4 (Ownership and Reservation of Rights), 6 (Privacy and Security), 7 (Confidentiality), 9 (Indemnification Obligations), 10 (Limitation of Liability), 11.3 (Effects of Termination) and 12 (General Provisions) will survive any termination of this Agreement.

## **12. GENERAL PROVISIONS.**

- 12.1. Entire Agreement.** This Agreement, together with all terms attached or referenced herein (all of which are incorporated herein by reference), set forth the entire agreement and understanding of the Parties relating to Customer's subscription to the Solutions, and the Parties herein expressly agree that this Agreement supersedes all prior or contemporaneous potentially or actually conflicting terms in agreements, proposals, negotiations, conversations, discussions and/or understandings, whether written or oral, with respect to such subject matter and all past dealing or industry customs (including without limitation any nondisclosure agreement among the Parties relating to any prior use of the Solutions, any Quote or Purchase Order and/or another agreement among the Parties in connection with Customer's consideration and/or evaluation of the Solutions), excluding only any written agreement executed by SentinelOne, expressly referencing this Agreement and only to the extent expressly superseding specific terms in this Agreement. In the event of conflict, the terms in the applicable Solutions Addendum(s) shall supersede and take precedence over the terms in this Agreement.
- 12.2. Independent Contractors.** Neither Party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other Party, and the relationship between the Parties will only be that of independent contractors. Neither Party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.
- 12.3. Governing Law and Venue.** This agreement is governed by and shall be construed in accordance with the laws of the State of California, without regard to any conflict-of-law principles. Any claim, suit, action, or proceeding arising out of or related to this Agreement, any Purchase Order, or the Parties' relationship shall be instituted only in the federal or state courts located in Santa Clara County, California, and the Parties irrevocably consent to the exclusive jurisdiction of such courts in any such claim, suit, action, or proceeding. Prior to the filing or initiation of any action or proceeding relating to this Agreement, the Parties must participate in good faith mediation in Santa Clara County, California (except an action or proceeding required to protect or enforce a Party's Intellectual Property Rights). In any such claim, suit, action, or proceeding, the prevailing Party is entitled to reimbursement of its reasonable attorneys' fees and costs.

- 12.4. Publicity.** Customer agrees that SentinelOne may reference and use Customer's name and trademarks in SentinelOne marketing and promotional materials, including, but not limited to, the Site, solely for the purpose of identifying Customer as SentinelOne's customer. Otherwise, neither Party may use the trade names, trademarks, service marks, or logos of the other Party without the express written consent of the other Party.
- 12.5. Assignment.** Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned, or delegated by a Party, by operation of law or otherwise, without the prior written consent of the other Party and such consent shall not be unreasonably delayed or withheld. Any attempted transfer, assignment, or delegation without such consent will be void and without effect. Notwithstanding the foregoing, each Party may assign this Agreement to a successor of substantially all of its business or assets, whether by merger, sale of assets, sale of stock, sale of control, reorganization, or otherwise, with written notice to the other Party, provided that such successor-in-interest agrees in writing to assume all of the assigning Party's obligations under this Agreement, and provided further that any such successor-in-interest to Customer does not directly or indirectly compete with SentinelOne. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective representatives, heirs, administrators, successors, and permitted assigns.
- 12.6. Export Compliance.** The Solutions, Related Services and Products (as defined in the Singularity Terms), and all other components of the Solutions that SentinelOne may provide or make available to Customer for use by Customer's users are subject to U.S. export control and economic sanctions laws, including the Export Administration Regulations and trade and economic sanctions imposed by Office of Foreign Asset Control ("OFAC"). Customer agrees not to violate such laws and regulations as they relate to Customer's access to and use of the Solutions. Customer shall not access or use the Solutions if Customer is located in any jurisdiction in which the provision of the Solutions is prohibited under U.S. or other applicable laws or regulations, (each, a "**Prohibited Jurisdiction**"), and Customer agrees not to permit access to the Solutions to any government, entity, or individual located in any Prohibited Jurisdiction, or to any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC ("**Prohibited Person**"), or to any other person or entity in violation of any U.S. or other applicable export laws, regulations, embargoes, prohibitions, or restrictions. Customer agrees to comply with all applicable laws regarding the export or re-export of technology from the U.S. and the country in which Customer and users are located. Customer represents and warrants that neither Customer nor any of Customer's Affiliates is an entity that (i) is directly or indirectly owned or controlled by any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC, or (ii) is located in, or is directly or indirectly owned or controlled by any entity or individual located in, any Prohibited Jurisdiction.
- 12.7. Amendments and Waivers.** No modification, addition, deletion, or waiver of any rights under this Agreement will be binding on a Party unless made in a written agreement executed by a duly authorized representative of each Party. No failure or delay (in whole or in part) on the part of a Party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy, and no waiver of one breach or default or any delay in exercising any rights will constitute a waiver of any subsequent breach or default. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law.
- 12.8. Notices.** Any legal notice (whether this Agreement expressly states "written notice" or "notice") or communication required or permitted to be given hereunder must be in writing, signed or authorized by the Party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email or mailed by registered or certified mail, return-receipt requested, postage prepaid, in each case to the address of the receiving Party as identified in the signature box below, on a valid Purchase Order, in the case of SentinelOne to [legal.notices@sentinelone.com](mailto:legal.notices@sentinelone.com), or at such other address as may hereafter be furnished in writing by either Party to the other Party. Such notice will be deemed to have been given as of the date it is delivered. Notice is effective on the earlier of five (5) days from being deposited for delivery or the date on the confirmed email or courier receipt.

**12.9. Severability.** If any provision of this Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any Party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

**12.10. Force Majeure.** Except for payments of Fees due under this Agreement, neither Party will be responsible for any failure to perform or delay attributable in whole or in part to any cause or event beyond its reasonable control, including but not limited to acts of God (e.g., fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service provided by any service providers used by SentinelOne, labor disturbances, vandalism, cable cuts, or any malicious or unlawful acts of any third party.

**12.11. Counterparts.** This Agreement may be executed: **(i)** in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument; and **(ii)** by the Parties by exchange of signatures pages by mail or e-mail (if e-mail, signatures in Adobe PDF or similar format).

**IN WITNESS WHEREOF**, the Parties' authorized representatives have executed this SentinelOne Master Subscription Agreement as of the Effective Date.

**CUSTOMER:** \_\_\_\_\_

**SentinelOne, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 444 Castro St., Suite 400,

Mountain View, CA 94041

E-mail: \_\_\_\_\_

E-mail: [Legal.notices@sentinelone.com](mailto:Legal.notices@sentinelone.com)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SOLUTIONS ADDENDUM: SINGULARITY PLATFORM TERMS

These Singularity Platform Terms (“**Singularity Terms**”) is between SentinelOne, Inc. (“**SentinelOne**”) and the customer (“**Customer**”) who has an active governing agreement (“**Agreement**”) in place with SentinelOne and who has purchased a subscription to the Singularity Platform (as defined below) and/or any SentinelOne Services (as defined below) in a Purchase Order or is Evaluating the Singularity Platform. Capitalized terms defined in these Singularity Terms shall apply to these Singularity Terms and any terms not defined in these Singularity Terms shall have their meaning as defined in the Agreement.

### 1. DEFINITIONS.

- 1.1. “**Documentation**” means SentinelOne’s then-current published documentation such as technical user guides, installation instructions, articles or similar documentation specifying the functionalities of the Solutions and made available by SentinelOne to Customer through the SentinelOne Knowledge Base on the customer portal (the “**Customer Portal**”), available at: <https://support.sentinelone.com/hc/en-us> and as updated from time-to-time in the normal course of business.
- 1.2. “**Hardware**” means the hardware appliance Customer may purchase that comes preloaded with the software licensed under the applicable Purchase Order.
- 1.3. “**Sample Malware Kit**” means an evaluation framework comprising of malware and exploit samples provided by SentinelOne.
- 1.4. “**SentinelOne Services**” means Singularity Support, Technical Account Management (“**TAM**”), SentinelOne’s Vigilance Service, Incident Response service, or other services.
- 1.5. “**Singularity Platform**” means SentinelOne’s singularity platform including its malware protection, detection and remediation solutions, endpoint detection and response solutions, device discovery and control solutions, identity and directory management security solutions, and other solutions offered by SentinelOne over time, directly or through a Partner, together with the software underlying such products and services and any Enhancements.
- 1.6. “**Singularity Support**” means services related to the Singularity Platform, software tools and/or applications from SentinelOne, including but not limited to support services.
- 1.7. “**Test Environment**” means an isolated environment provided by SentinelOne to test the Solution(s) on.

### 2. LICENSE.

- 2.1. **Scope of Agreement.** These Singularity Terms governs Customer’s purchase of a subscription to the Singularity Platform. Customer agrees to accept all Enhancements necessary for the proper function of the Singularity Platform as released by SentinelOne from time to time, and further agrees that SentinelOne shall not be responsible for the proper performance of the Singularity Platform or security issues encountered with the Singularity Platform related to Customer’s failure to accept Enhancements in a timely manner.
- 2.2. **Related Services and Products.** As an active Customer subscribing to the Singularity Platform under this Agreement, during the Subscription Term, or during an Evaluation Period, Customer may receive and/or subscribe to Singularity Platform offerings or SentinelOne Services as detailed in a relevant Purchase Order. Customer’s subscription to Singularity Platform offerings or SentinelOne Services is subject in each case to applicable terms and conditions of this Agreement as well as the specific terms for each such SentinelOne Services and Singularity Platform products detailed here: <https://www.sentinelone.com/legal/>.
- 2.3. **Documentation.** All use of the Singularity Platform shall be in accordance with the then-current Documentation.
- 2.4. **License Grant.**
  - 2.4.1. **Singularity Platform License.** Subject to Customer’s compliance with the terms and conditions

of this Agreement, SentinelOne hereby grants Customer a worldwide, non-transferable, non-exclusive license during the Subscription Term or any Evaluation Period to access, use, execute, install (as provided for by the applicable Purchase Order), store, and display the Singularity Platform (including Enhancements) solely in support of Customer's (and Customer's Affiliate(s)) internal business and security and operations, in accordance with the Documentation describing the permissible use of the Singularity Platform ("**License**"). The License granted herein is limited to the quantity of Endpoints as set forth in a valid Purchase Order. Customer agrees that in providing the Solution, SentinelOne reserves the right, but does not have the obligation, to monitor and access the Solutions to remediate suspected illegal activity and to prevent harm. SentinelOne will make the Solution's downloadable software available to Customer via download from the Site or other means determined by SentinelOne. The Solution may be capable of modifying, retrieving, exporting and deleting data on an ad-hoc or automated basis, and which is solely determined by the Customer and use of such functionality may retrieve Special Information. Customer acknowledges that because it fully controls this type of data retrieval it shall take sole responsibility for any data retrieved in this manner by its personnel.

**2.4.2. Evaluations and Software Malware Kit.** Unless otherwise agreed to in writing, Customer may install the Sample Malware Kit in a non-production-controlled environment, which is not connected to a production network, with access to only the SentinelOne's management server, all in accordance with the Documentation and under the direction of SentinelOne. SentinelOne may also provide a Test Environment for Customer to conduct malware testing. During and following the Evaluation Period, the Parties shall discuss Evaluation results in good faith.

- 3. LICENSE RESTRICTIONS.** Except as expressly authorized by these Singularity Terms, Customer shall not do any of the following: **(i)** modify, disclose, alter, translate, or create derivative works of the Singularity Platform (or any components thereof) or any accompanying Documentation; **(ii)** license, sublicense, resell, distribute, lease, rent, lend, transfer, assign, or otherwise dispose of the Singularity Platform (or any components thereof) or any Documentation; **(iii)** use the Singularity Platform other than as permitted under these Singularity Terms, as directly related to Customer's internal business operations and in conformity with the Documentation, and not otherwise use the Singularity Platform for any other commercial or business use, including without limitation by offering any portion of the Singularity Platform as benefits or services to third parties; **(iv)** use the Singularity Platform or upload Customer Data in violation of any laws or regulations, including without limitation to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or material in violation of third-party privacy rights; **(v)** use the Singularity Platform to store, transmit, or test for any viruses, software routines, or other code designed to permit unauthorized access, disable, erase, or otherwise harm software, hardware, or data, or to perform any other harmful actions; **(vi)** probe, scan, or test the efficacy or vulnerability of the Singularity Platform, or take any action in an effort to circumvent or undermine the Singularity Platform, except for the legitimate testing of the Singularity Platform in coordination with SentinelOne, in connection with considering a subscription to the Singularity Platform as licensed herein; **(vii)** attempt to or actually disassemble, decompile, or reverse engineer, copy, frame, or mirror any part or content of the Singularity Platform, or otherwise derive any of the Singularity Platform's source code; **(viii)** access, test, and/or use the Singularity Platform in any way to build a competitive product or service, or copy any features or functions of the Singularity Platform; **(ix)** interfere with or disrupt the integrity or performance of the Singularity Platform; **(x)** attempt to gain unauthorized access to the Singularity Platform or their related systems or networks or fail to maintain commercially reasonable technical and organizational measures to secure its login information **(xi)** disclose to any third party or publish in any media any performance information or analysis relating to the Singularity Platform; **(xii)** fail to maintain all copyright, trademark, and proprietary notices on the Singularity Platform and any permitted copy thereof; **(xiii)** upload, manage, or process any Special Information in the Singularity Platform (except as allowed for use of Admin Tools provided that Customer is fully liable for all such use); or **(xiv)** cause or permit any Singularity Platform user or third party to do any of the foregoing.

#### **4. ADDITIONAL TERMS FOR HARDWARE.**

**4.1. Applicability.** This Section 4 shall only apply to Customer purchases of Hardware.

- 4.2. Title.** Hardware is shipped FOB Origin, and title to and risk of loss of Hardware transfers to Customer when delivered to the carrier. Notwithstanding the aforementioned, SentinelOne retains all right, title, and interest in the Singularity Platform software, and the intellectual property rights therein. No license or other implied rights of any kind are granted except for the limited right to access and use the Solution as described in these Singularity Terms.
- 4.3. Additional Restrictions.** In addition to the Restrictions stated in Section 3 of these Singularity Terms, Customer will not, and will not permit any third party to: **(i)** rent or lease the Hardware, unless otherwise expressly authorized by SentinelOne in writing; or **(ii)** transfer or copy the Singularity Platform software within the Hardware to, or use the Singularity Platform software on, any other product or device, including any second-hand or grey market hardware that Customer has not purchased from SentinelOne or a Partner.
- 4.4. Warranty.** In addition to any warranties found in the Agreement, SentinelOne warrants that the Hardware will perform in substantial conformance with the Documentation for a period of three years from the date of shipment from SentinelOne (“**Hardware Warranty Term**”).
- 4.5. Warranty Exclusions.** SentinelOne shall have no liability for defects or damage to the Hardware that result from: **(i)** use of the Hardware other than in its normal and customary manner in accordance with the Documentation; **(ii)** modifications, alterations, and repairs to the Hardware not expressly authorized by SentinelOne in writing; **(iii)** physical, electrical abuse or neglect, misuse, or accidents; and **(iv)** damage caused during shipping; and **(v)** flood, fire, or other environmental faults. SentinelOne shall have no liability for loss or inadvertent disclosure of Customer Data stored or remaining on any Hardware returned to SentinelOne.

## U.S. PUBLIC SECTOR ADDENDUM

This U.S. Public Sector Addendum (“**U.S. Public Sector Addendum**”) is by and between SentinelOne and the U.S. Public Sector Customer who has an active Master Subscription Agreement (“**Agreement**”) in place with SentinelOne and who is a **(1)** federal agency customer Ordering Activity (as defined at FAR 8.401) identified in a Federal agency order under a GSA MAS prime contract (“**GSA Customer**”), or **(2)** executive agency or juridical body of the U.S. Government, U.S. state or local government agency, or U.S. publicly funded educational or healthcare institution (together with GSA Customer, each a “**U.S. Public Sector Customer**”). Capitalized terms used but not defined in this U.S. Public Sector Addendum shall have the meanings ascribed to them in the agreement.

The following terms and conditions supersede or modify the referenced provisions in the Agreement or the Singularity Platform Terms, as applicable. In the event of any conflict or inconsistency between or among the terms and conditions of this U.S. Public Sector Addendum and those of the Agreement or any other Solutions Addendum, the terms and conditions of this U.S. Public Sector Addendum shall prevail, control, and govern in all respects.

1. The preamble of the Agreement shall be replaced with the following:

“This SentinelOne Master Subscription Agreement (“**Agreement**”) is between SentinelOne, Inc. (“**SentinelOne**”) and the U.S. Public Sector Customer (“**Customer**”) who accepts this Agreement or accesses and/or uses the Solutions (as defined below). This Agreement governs Customer’s subscription to the Solutions, constitutes a binding contract in connection with any paid or Evaluation use of the Solutions, and is effective: **(i)** as of the date on which a Purchase Order (defined below) is executed between Customer and Partner (defined below), or **(ii)** upon Customer’s executing this Agreement, clicking the “Log In” button to access the Solutions, or otherwise indicating Customer’s consent to the Agreement electronically or through access to or use of the Solutions.

2. Section 1.2. “**Confidential Information**” of the Agreement shall be replaced with the following:

1.2. “**Confidential Information**” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) concerning or related to SentinelOne, the SentinelOne Solutions, or any other information of the Disclosing Party that is marked as confidential or proprietary, or that the Receiving Party knows or reasonably should know is confidential information of the Disclosing Party given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party. Confidential Information includes, but is not limited to, all proprietary and/or non-public technical, business, commercial, financial and/or legal information, such as, without limitation, any and all Solutions information generally shared with Customer and as specifically related to Customer, Solutions Information gained by Customer through use of the Solutions, business plans, product information, pricing, financial plans, know how, Customer information, strategies, and other similar information.

3. Section 1.9. “**Purchase Order**” of the Agreement shall be replaced with the following:

1.9. “**Purchase Order**” means a written document such as a purchase order, service order or other similar document agreed to in writing and executed by Customer and a Partner, in each case covering Customer’s subscription to the Solutions or Evaluation offering.

4. Section 2.1.1 below shall be added onto Section 2.1. **License** of the Agreement:

2.1.1. **U.S. Government Rights.** The Solutions are commercial computer software. For U.S. Government Customers, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Solutions, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by this Agreement in accordance with FAR 12.212 and DFARS 227.7202. SentinelOne technical data provided to U.S. Government Customers is subject to and governed by the commercial practices set forth in FAR 12.211 and DFARS 252.227-7015. The Solutions were developed fully at private expense. All other use is prohibited.

5. **GSA Customers only:** Section 5.1. **Fees** of the Agreement shall be replaced with the following:

5.1. **Fees.** The fees for the Solutions shall be set forth in one or more valid Purchase Orders between Customer and the Partner (“**Fees**”). No refunds or credits for paid Fees will be issued to Customer by SentinelOne, except as stated otherwise in Section 11.3 (Effects of Termination).



6. **GSA CUSTOMERS ONLY:** Section 5.3. **Taxes** of the Agreement shall be replaced with the following:
- 5.3. **Taxes.** Interest and taxes will be agreed to between Partner and Customer.
7. **GSA CUSTOMERS ONLY:** Section 7.3. **Remedies** of the Agreement shall include the following:
- 7.3. The foregoing is subject to GSAR 552.21.-4(w)(v).
8. **GSA CUSTOMERS ONLY:** Section 8.1(iii) of the Agreement shall be replaced with the following:
- 8.1(iii). the person signing the Purchase Order incorporating this Agreement on Customer's behalf has been duly authorized and empowered to enter into contracts on behalf of Customer, including authority to enter into this Agreement;
9. Section 8.2(iii) of the Agreement shall be replaced with the following:
- 8.2(iii). SentinelOne may suspend the provision of the Solutions until SentinelOne can reasonably ensure the quality of the Solutions and its conformity with the Documentation."
10. Section 9.1. **Infringement Indemnity** of the Agreement shall be replaced with the following:
- 9.1. **Infringement Indemnity.** SentinelOne will indemnify Customer and Customer's directors, officers, employees, contractors, agents, or other authorized representatives ("**Customer Indemnitees**") from and against any and all third-party claims, suits, actions or proceedings (each a "**Claim**") alleging that Customer's use of the Solutions infringes or misappropriates a third party's valid Intellectual Property Right. SentinelOne's sole indemnification obligations under this Section 9.1 shall be that SentinelOne will, at its expense, defend any such Claim by reason of Customer's use of the Solutions as permitted hereunder, subject to the requirements of 28 U.S.C. §516 or, if Customer is a state or local government entity, the applicable state statute governing control of litigation, and pay damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) finally awarded by a court of competent jurisdiction or included in a settlement approved by SentinelOne. In the event of a Claim pursuant to this Section 9.1, SentinelOne may, at SentinelOne's option and at SentinelOne's expense: (i) obtain for Customer, the right to continue to exercise the license granted to Customer under this Agreement; (ii) substitute the allegedly infringing component for an equivalent non-infringing component; or (iii) modify the Solutions to make them non-infringing. If (i), (ii), or (iii) is not obtainable on commercially reasonable terms, SentinelOne may terminate this Agreement, after providing Customer a reasonable time (no less than 30 days) to transition to an alternative solution, unless SentinelOne determines in its reasonable discretion that such use of the Solutions will likely result in infringement and in such case may terminate this Agreement effective immediately with concurrent written notice to Customer. In the event of a termination of this Agreement pursuant to this Section 9.1, all rights and licenses with respect to the Solutions will immediately cease. SentinelOne's indemnification obligations do not extend to Claims arising from or relating to: (a) any negligent or willful misconduct of any Customer Indemnitees; (b) any combination of the Solutions (or any portion thereof) by any Customer Indemnitees or any third party with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination, unless such combination is the customary, ordinary, and intended use of the Solutions; (c) any modification to the Solutions by any Customer Indemnitees or any third party where the infringement would not have occurred but for such modification; (d) the use of the Solutions by any Customer Indemnitees or any third party in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; or (e) the continued use of the Solutions after SentinelOne has provided a substantially equivalent non-infringing software or service. To the extent permitted by law, this Section 9.1 states Customer's exclusive remedy for any Claims."
11. Section 9.2. **Customer Indemnity** of the Agreement shall include the following pre-requisite at the beginning:
- 9.2. To the extent permitted by applicable law,...
12. Section 9.2. **Customer Indemnity** of the Agreement shall include the following:
- 9.2. Notwithstanding anything to the contrary in this Section 9.2, the maximum amount of all monies paid in connection with Customer indemnification of the SentinelOne Indemnitees shall not exceed the amount of appropriated funds available at the time the payment must be made.

13. Section 9.3. **Procedures** of the Agreement shall include the following:

9.3. The foregoing is subject to the requirements of 28 U.S.C. § 516.

14. Section 10.3 of the Agreement shall be replaced with the following:

10.3. THE LIMITATIONS ON LIABILITY IN SECTIONS 10.1 AND 10.2 SHALL NOT APPLY TO BREACHES OF THE RESTRICTIONS, SECTION 7 (CONFIDENTIALITY) (EXCLUDING SENTINELONE'S LIABILITY RELATING TO CUSTOMER DATA), OR TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 9.1 AND 9.2. HOWEVER, IF CUSTOMER'S LIABILITY IS LIMITED BY APPLICABLE LAW OR FOR ANY OTHER REASON, SENTINELONE'S LIABILITY WILL BE LIMITED TO THE SAME EXTENT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

15. **GSA CUSTOMERS ONLY:** Section 11.1. **Term** of the Agreement shall be replaced with the following:

11.1. **Term.** Unless otherwise agreed to in writing between the Parties or in a valid Purchase Order between Customer and a Partner, the term of this Agreement will begin on the Effective Date and continue for twelve (12) months (the "**Initial Subscription Term**"), and thereafter this Agreement and the underlying Solutions subscription(s) will renew for additional successive periods if and to the extent a Solutions subscription is purchased through a new Purchase Order with Partner (each, a "**Renewal Subscription Term**" and together with the Initial Subscription Term, the "**Subscription Term**"). The Initial Subscription Term and any Renewal Subscription Term may also (i) be terminated in accordance with Section 11.2 below; or (ii) be terminated by SentinelOne in accordance with Section 9.1.

16. Section 11.3. **Effects of Termination** of the Agreement shall be replaced with the following:

11.3. **Effects of Termination.** Upon any termination or expiration of this Agreement and/or Solutions Addendum, or in the event of termination of this Agreement in accordance with 41 U.S.C. § 7101-7109 (Contract Disputes) and FAR 52.233-1 (Disputes): (i) all rights and licenses granted to Customer will immediately terminate; (ii) all of SentinelOne's obligations will immediately cease; (iii) there will be no refund for any pre-paid and unused Fees as of the termination date; (iv) upon receiving a written request from the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all Confidential Information of the Disclosing Party then in its possession or destroy all copies of such Confidential Information, at the Disclosing Party's sole discretion and direction; and (v) Customer will uninstall the Solutions within thirty (30) days after termination of this Agreement or any applicable Solutions Addendum(s) and, upon SentinelOne's request, provide written confirmation of such uninstallation. SentinelOne reserves the right to investigate suspected violations of Customer's obligations under Section 11.3(v). Customer will immediately confirm, in writing, that it has complied with Section 11.3(v) at SentinelOne's request. Notwithstanding any terms to the contrary in this Agreement, the Restrictions and Sections 4 (Ownership and Reservation of Rights), 6 (Privacy and Security), 7 (Confidentiality), 9 (Indemnification Obligations), 10 (Limitation of Liability), 11.3 (Effects of Termination) and 12 (General Provisions) will survive any termination or expiration of this Agreement.

17. Section 12.1. **Entire Agreement** of the Agreement shall be replaced with the following:

12.1. **Entire Agreement.** This Agreement, together with all exhibits attached thereto (all of which are incorporated herein by reference), set forth the entire agreement and understanding of the Parties relating to Customer's subscription to the Solutions, and the Parties herein expressly agree that this Agreement supersedes all prior or contemporaneous potentially or actually conflicting terms in agreements, proposals, negotiations, conversations, discussions and/or understandings, whether written or oral, with respect to such subject matter, except as required by applicable law. The Parties agree that any term or condition stated in a Purchase Order or any other similar order documentation with Partner is between Customer and the Partner, and nothing in this Agreement modifies Customer's terms and conditions with such Partner.

18. Section 12.2. **Independent Contractors** of the Agreement shall include the following:

12.2. Notwithstanding the foregoing, for any Purchase Orders placed by Customer with a Partner, the Partner may, at SentinelOne's request, bring a claim against Customer on SentinelOne's behalf to enforce this Agreement.

19. Section 12.3. **Governing Law and Venue** of the Agreement shall be replaced with the following:

12.3. **Governing Law and Venue.** If Customer is a federal government entity, this Agreement is governed by the applicable federal laws of the United States of America. If the federal laws of the United States are not dispositive, then to the extent permitted by federal law, this Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles. This Agreement does not affect statutory rights that cannot be waived or changed by contract. If Customer is a state or local government entity, the Agreement is governed by the laws of Customer's state, excluding its conflict-of-laws principles. The state or federal court in Santa Clara County, California will be the jurisdiction in which any suits should be filed if they relate to this Agreement.

20. Section 12.5. **Assignment** of the Agreement shall be replaced with the following:

12.5. **Assignment.** Except to the extent transfer may not legally be restricted, Customer may not assign this Agreement nor any right or obligation under this Agreement, nor delegate any performance hereunder without the prior written consent of SentinelOne, and such consent shall not be unreasonably withheld. Any attempted transfer, assignment or delegation without such consent will be void and without effect. SentinelOne may assign its right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. § 3727) and FAR 52.212-4(b), and SentinelOne may assign its right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. § 3727) and FAR 52.212-4(b), and SentinelOne may assign this Agreement to the extent not prohibited by the Anti-Assignment Act (41 U.S.C. § 15). Subject to the requirements of FAR 42.12 (Novation and Change-of-Name Agreements), Customer must recognize SentinelOne's successor in interest following a transfer of our assets or a change of SentinelOne's name. Any attempted assignment or transfer in violation of the foregoing will be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

21. Section 12.10. **Force Majeure** of the Agreement shall be replaced with the following:

12.10. **Force Majeure.** Neither Party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc., civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service provided by any service providers being used by SentinelOne, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party. If Customer is a GSA Customer, excusable delays shall be governed by FAR 52.212-4(f).

22. Section 3. **License Restrictions** of the Singularity Platform Terms shall include the following Section 3.1. **U.S. Government Restrictions:**

3.1. **U.S. Government Restrictions.** The Singularity Platform, Singularity Support, and SentinelOne Services are commercial computer software. For U.S. Government Customers, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Singularity Platform, Singularity Support, and SentinelOne Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by this Agreement in accordance with FAR 12.212 and DFARS 227.7202. SentinelOne technical data provided to U.S. Government Customers is subject to and governed by the commercial practices set forth in FAR 12.211 and DFARS 252.227-7015. The Singularity Platform, Singularity Support, and SentinelOne Services were developed fully at private expense. All other use is prohibited.