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 and constitutes a binding contract in connection with any paid or Evaluation use of the Solutions.

This is a legal, enforceable contract between Customer and SentinelOne, and by executing this Agreement, and where no signature box is available, by clicking the "Log In" button to access the Solutions, or otherwise indicating Customer's consent to the Agreement electronically or through access or use of the Solutions (and such time "Effective Date"), Customer expressly agree to be bound by this Agreement. If Customer is entering this Agreement on behalf of another entity or person, Customer hereby represents to SentinelOne that Customer has the authority to bind Customer and its affiliates to this Agreement through such consent or use of the Solutions. If Customer does not have such authority, or if Customer does not agree to this Agreement, Customer may not subscribe to or use the Solutions. SentinelOne may amend this Agreement from time to time in its sole discretion, in which case the updated Agreement will supersede prior versions. Customer's continued use of the Solutions following the posting of updated terms of this Agreement means that Customer accepts and agrees to the changes.

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 provided by or on behalf of Customer to SentinelOne via Customer's use of the Solutions. Customer Data does not include 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 accessing and installing the Solutions for the limited purpose of 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) a document agreed to in writing and executed between Customer and a Partner that references a Quote; (b) a written document executed between Customer and SentinelOne that references a Quote; or (c) written terms offered by SentinelOne and accepted by Customer (e.g. via a website offered by SentinelOne); in each case covering Customer's subscription to the specified Solutions and including additional payment details.

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 Addenda.

1.16. "**Site**" means SentinelOne's website at https://www.sentinelone.com or as defined in the relevant Solutions Addendum.

1.17. "**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.

1.18. "**Singularity Support**" means the support services for the Singularity Platform governed by the SentinelOne Support Terms set forth at: https://www.sentinelone.com/legal/support-terms/.

1.19. "**Solution(s)**" means the products and services offered by SentinelOne.

1.20. "**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 Addenda are available at: https://www.sentinelone.com/legal/.

1.21. "**Sensitive Information**" means sensitive Personal Data or other sensitive or regulated information requiring additional protections under applicable laws.

1.22. "**Subscription Term**" has the meaning as defined in Section 11.1.

1.23. "**System Data**" means: (a) viruses, worms, ransomware, Trojan horses, spyware, and any other malicious, harmful, or unauthorized code, files, or software; (b) threat data, actual or potential indicators of compromise, and detections; and (c) metadata, technical data, and telemetry, in each case relating to the Solutions or to the environment from which the Solutions are accessed.

1.24. "**Testing Solutions**" means and Solutions or pre-GA Solutions.

1.25. "**Third-Party Products**" means third-party products, applications, services, software, networks, or other systems or information sources that interoperate with the Solutions, through SentinelOne's open APIs.

1.26. "**Third-Party Service**" means a third party that manages the installation, onboarding, or operation of, or access to, the Solutions on Customer's behalf.

1.27. "**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 with Customer's instance of the Solutions, then 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, data, APIs, other interfaces, 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 use and disclose Customer's authentication information, and Customer Data to and from 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 comply with the use of the Solutions under 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 an Evaluation, then SentinelOne grants Customer a limited, non-exclusive, nontransferable, revocable Evaluation license to use the Solutions for a period of up to thirty (30) days (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 on SentinelOne's price list.

3.2. Evaluation Requirements. In addition to the license scope detailed elsewhere in this Agreement, during the Evaluation Period, Customer: (i) may access, install and use Solutions solely in accordance with the applicable Documentation; (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 Offering. If Customer receives a preview, beta or other pre-release version of the Solutions under a SentinelOne early adoption or beta use program ("**Pre-GA Solution**"), then SentinelOne grants Customer a limited, non-exclusive, nontransferable, revocable license to use

the Pre-GA Solutions in a non-production environment for internal testing purposes only, for a period of up to thirty (30) days (the "**Testing Period**"), unless otherwise agreed in writing by SentinelOne. Customer acknowledges that Pre-GA Solutions are prerelease versions of the Solutions and as such may contain errors, bugs, or other defects.

3.4. Early Adoption or Beta Use Requirements. In addition to the license scope detailed above, during an applicable Testing Period, Customer (i) may access, install and use the Pre-GA Solutions solely pursuant to the applicable Documentation and only in a non-production environment; (ii) shall also comply with the Restrictions as set forth in this Agreement; and (iii) shall uninstall any portion of the Pre-GA Solution residing on Customer's systems after the Testing Period and confirm to SentinelOne in writing (e-mail accepted) of such deletion and uninstallation. If the Pre-GA Solution is a subscription, Customer understands that SentinelOne may disable access to the subscription automatically at the end of the Testing Period, without notice to Customer. During and following the Testing Period, the Parties shall discuss testing results in good faith.

3.5. DISCLAIMER OF WARRANTIES AND LIABILITY. ANY TESTING SOLUTIONS PROVIDED UNDER THIS SECTION 3, 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 TESTING SOLUTIONS AND ACKNOWLEDGES THAT THE USE OF THE TESTING 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, TESTING SOLUTIONS DOWNTIME, AND/OR IDENTIFYING AREAS OF WEAKNESS IN THE TESTING SOLUTIONS. WITH RESPECT TO ALL EVALUATIONS, EARLY ADOPTIONS, OR BETA USE OF THE TESTING 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 TESTING SOLUTIONS OR INFORMATION, OR ANY PERMANENT OR TEMPORARY CESSATION OF THE TESTING 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 TESTING 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' CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT (EXCLUDING ANY BREACHES OF SENTINELONE'S OBLIGATIONS RELATING TO CUSTOMER DATA).

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.

4.4. Feedback. Any suggestions, recommendations, and other feedback ("**Feedback**") regarding the Testing Solutions shall be owned by SentinelOne; and Customer hereby assigns to SentinelOne all rights, title, and interest in and to all Feedback provided by Customer. Customer agrees that SentinelOne may contact Customer from time to time to request Feedback concerning Customer's experience, and Customer also agrees to report to SentinelOne as soon as practicable, any perceived defect in any Testing Solutions. For any Feedback that cannot be transferred to SentinelOne, Customer hereby licenses to SentinelOne an exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Testing Solutions or any SentinelOne Solution, or otherwise use any Feedback received from Customer or its end users.

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**").

5.1.1. Purchases. All SentinelOne Fees are due and payable to the applicable Partner or SentinelOne as detailed in the applicable valid Purchase Order.

5.1.2. Payment Term, Currency, and Interest Rates. If Customer's payment of Fees is past due or delinquent to SentinelOne or 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 per month and up to the highest amount permitted by applicable law. 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 or Customer 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 applicable Purchase Order for the current Subscription Term for the applicable Solutions.

5.3. Taxes.

5.3.1. Payments to Partner. If Customer is purchasing the Solutions through a Partner, the Parties agree that neither SentinelOne nor Customer 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.

5.3.2. Payments to SentinelOne. This section applies if Customer is purchasing directly from SentinelOne. All Fees are exclusive of any applicable taxes. Customer shall pay, and shall indemnify and hold SentinelOne harmless from all import duties, customs fees, levies or imposts, and all sales, use, value-added or other taxes of any nature, other than taxes based on SentinelOne's net income, including penalties and interest, and all government permit or license fees assessed upon or with respect to any SentinelOne Solution sold or licensed through

SentinelOne, and any services rendered to Customer (except to the extent Customer provides SentinelOne with a valid tax exemption certificate). In the event that any withholding tax or other taxes or duties are required to be deducted from any payment under applicable law, then Customer shall pay SentinelOne such additional amount as shall cause the net amount of the aggregate payment to SentinelOne, after giving effect to such deduction, to equal the amount of the payment otherwise due to SentinelOne under this Agreement, and shall indemnify and hold harmless SentinelOne against any additional such taxes that might be determined to be due in connection with the transactions contemplated herein. It is Customer's responsibility to submit any relevant tax documents, including without limitation tax exemption certificates, prior to or at the time of execution of the relevant Purchase Order.

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 it is required to disclose by law, or by a subpoena or order issued by a court of competent jurisdiction (each, a "**Court Order**"), provided that the Receiving Party shall, to the extent legally permitted: (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 may 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 seek 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 subject to Section 8.2 hereinunder) 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 laws or regulations applicable to its performance of its obligations under this Agreement.

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. ANY AI TECHNOLOGIES (SOFTWARE, PLATFORM, SYSTEM, TOOL, ALGORITHM, MODEL, OR SERVICE THAT EMPLOYS ARTIFICIAL INTELLIGENCE (AI), MACHINE LEARNING (ML), DEEP LEARNING, NATURAL LANGUAGE PROCESSING, COMPUTER VISION, SPEECH RECOGNITION, OR ANY OTHER RELATED OR EMERGING METHODS OR TECHNIQUES DESIGNED TO OPERATE WITH VARYING LEVELS OF AUTONOMY AND THAT MAY EXHIBIT ADAPTIVENESS AFTER DEPLOYMENT AND ANY RELATED SUPPORT, DOCUMENTATION, SOFTWARE, TOOLS, AI OR ML MODELS, DATA, AND WEBSITES, INCLUDING GENERATIVE AND AGENTIC AI, THAT ARE USED WITHIN

OR ARE A PART OF THE SOLUTIONS) PROVIDED HEREUNDER ARE DESIGNED AS A TOOL TO ASSIST, BUT NOT FULLY REPLACE, HUMAN DECISION-MAKING IN CYBERSECURITY OPERATIONS. CUSTOMER REMAINS FULLY RESPONSIBLE FOR CUSTOMER'S USE OF THE AI TECHNOLOGIES, AND REVIEWING, VALIDATING AND APPROVING ANY DEPENDENCY, RELIANCE, OR USE OF OUTPUTS GENERATED BY AI TECHNOLOGIES. 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 on a pro-rata basis 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); (iii) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9; OR (iv) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

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 immediately terminate this Agreement and all Solutions Addendums or a specific Solutions Addendum and its corresponding Subscription Term 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, except as expressly provided otherwise in this Agreement; (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 destroy all Confidential Information of the Disclosing Party then in its possession,; (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, SentinelOne 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 solely with respect to the subject matter of such addendum.

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. Subcontractors. SentinelOne may engage subcontractors to perform any of its obligations under this Agreement provided that SentinelOne remains responsible and liable for the acts and omissions of such subcontractors in performing such obligations under this Agreement.

12.4. 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.

12.5. 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.

12.6. 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.

12.7. Export Compliance. The Solutions, Related Services and Products (as determined and referenced in the applicable Solutions Addendum), 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 Assets 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.

12.8. 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.

12.9. 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, 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.

12.10. 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.

12.11. 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.

12.12. EU specific Terms and Conditions. Solely to the extent necessary to comply with mandatory provisions of applicable European Union ("EU") law that apply to Customer's subscription to or use of the Solutions under this Agreement, the terms and conditions of any applicable EU specific addendum available at https://www.sentinelone.com/legal shall apply. No EU-specific addendum shall otherwise apply