

## SENTINELONE TERMS OF SERVICE

These SentinelOne Terms of Service (“**Terms**”) are between Sentinel Labs Inc. or one of its affiliates (together, “**SentinelOne**” and the customer (“**Customer**,” “**You**,” “**Your**” or similar terms) who accepts these Terms. These Terms govern Customer’s use of the SentinelOne Solutions, and constitutes a binding contract in connection with any use of the SentinelOne Solutions. **This is a legal, enforceable contract between You and SentinelOne, and by accepting these Terms (and such time “Effective Date”), You agree to be bound by these Terms.**

Capitalized terms will have the meaning assigned to such terms where defined throughout these Terms. Each of SentinelOne or Customer is sometimes described in these Terms as a “**Party**” and together, “**Parties**.” In consideration of the covenants contained in these Terms, and for other good and valuable consideration, the Parties agree as follows:

### 1. License.

- 1.1. **License Scope.** These Terms govern Your use of SentinelOne’s malware detection and protection solutions and/or other SentinelOne products and services, together with the software underlying such products and services and any updates, patches, bug fixes and versions (“**Enhancements**” to the “**SentinelOne Software**”, and collectively, the “**SentinelOne’s Solutions**” or “**Solution(s)**”) through a managed security service provider (“**MSSP**”).
- 1.2. **Documentation.** All use of the Solutions shall be in accordance with Our then-current written or electronic communication such as reports or other documents, images, recordings and/or videos specifying the functionalities of the Solutions and made available by Us to all licensees through the SentinelOne website (“**Site**,” at [www.sentinelone.com](http://www.sentinelone.com)) or otherwise, as updated by Us from time-to-time in the normal course of business (“**Documentation**”).

2. **Restrictions.** Except as expressly authorized by these Terms, You may not do any of the following: (a) modify, disclose, alter, translate or create derivative works of the SentinelOne Solutions (or any components thereof) or any accompanying Documentation; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Solutions (or any components thereof) or any accompanying Documentation; (c) use the Solutions other than for their intended uses as directly related to Your internal business, and not otherwise use the Solutions for any other commercial or business use, including without limitation offering any portion of the Solutions as benefits or services to third parties; (d) disassemble, decompile or reverse engineer the Solutions (except to the extent and for the express purposes authorized by any and all applicable federal or state laws or regulations); (e) use the Solutions to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party privacy rights; (f) use the Solutions to store, transmit or test for any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (g) probe, scan or test the vulnerability of the Solutions, or take any action in an effort to circumvent the Solutions; (h) copy, frame or mirror any part or content of the Solutions; (i) access the Solutions to build a competitive product or service, or copy any features or functions of the Solutions; (j) interfere with or disrupt the integrity or performance of the Solutions; (k) attempt to gain unauthorized access to the Solutions or their related systems or networks; (l) disclose to any third party or publish in any media any performance information or analysis relating to the Solutions; (m) fail to maintain all copyright, trademark and proprietary notices on the Solutions and any permitted copy thereof; or (n) cause or permit any Solutions user or third party to do any of the foregoing.

### 3. Ownership and Reservation of Rights.

- 3.1. **Customer.** As between the Parties, You reserve all right, title and interest in and to Your Data and all Intellectual Property Rights embodied in the foregoing (collectively, the “**Customer IP**”).
- 3.2. **SentinelOne.** As between the Parties, We reserve all right, title and interest in and to the Solutions (and any and all modifications to or derivative works of the Solutions) and any and all Intellectual Property Rights embodied in the SentinelOne Solution (collectively, the “**SentinelOne IP**”).
- 3.3. **Reservation of Rights.** Each Party reserves all rights not expressly granted in these Terms, and no licenses are granted by one Party to the other Party under these Terms, whether by implication, estoppel or otherwise, except as expressly set forth in these Terms. For the purpose of these Terms, “**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.

#### 4. Privacy and Security.

- 4.1. Security Obligation. In providing the Solutions to You, We will use commercially reasonable efforts to implement reasonable technical, physical and organizational measures to protect the security, confidentiality and integrity of Your Data hosted by Us or Our authorized third parties from unauthorized access, use, alteration or disclosure. “**Your Data**” means all data and information which is uploaded to, processed by and/or stored within the Solutions by You or in providing the Solutions to You.
- 4.2. Data Privacy. In these Terms, “**Personal Information**” shall have the meaning ascribed to such term in SentinelOne’s Privacy Policy available at <https://www.sentinelone.com/privacy-policy/>. SentinelOne will handle Your Personal Information in accordance with its Privacy Policy. Furthermore, to the extent You provide to SentinelOne Personal Information of individuals residing in the European Economic Area (“**EEA**”), You and SentinelOne hereby agree that You shall be deemed the data controller and SentinelOne shall be deemed the data processor of such Personal Information, as those terms are defined under the applicable data protection laws of the EEA (including (i) prior to May 25, 2018, the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995, (ii) on and after May 25, 2018, the EU General Data Protection Regulation 2016/679 (“**GDPR**,” and any applicable national laws made under it), and (iii) where You are established in Switzerland, the Swiss Federal Act of 19 June 1992 on Data Protection, as may be amended or superseded). In its capacity as processor of Personal Information, SentinelOne shall process such Personal Information only for the purpose of providing the Solutions subject to these Terms, and as otherwise instructed by the controller of such Personal Information.
- 4.3. Hosting Location. Unless otherwise specifically agreed among the Parties, Your Data may be hosted by SentinelOne or its authorized third-party service providers in the United States, the EEA or other locations around the world.
- 4.4. Anonymized Data. Notwithstanding anything to the contrary in these Terms, We may monitor, collect, use and store anonymous and aggregate statistics regarding use of the Solutions solely for Our business purposes (including, but not limited to, improving the Solutions and creating new features).

#### 5. Confidentiality.

- 5.1. Definition. “**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 these Terms or the Disclosing Party that is marked as confidential or proprietary, or that the Receiving Party knows or reasonably should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party, is confidential information of the Disclosing Party. Confidential Information includes, but is not limited to, the terms and conditions of these Terms, as well as all proprietary and/or non-public technical, business, commercial, financial and/or legal information, such as, without limitation, business plans, product information, pricing, financial plans, know how, Customer information, strategies, and other similar information.
- 5.2. Obligations. The Receiving Party will maintain in confidence, during the term of these Terms and for three (3) years following the effective date of termination of these Terms, the Confidential Information, and will not use such Confidential Information except as expressly permitted in these Terms. 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 these Terms, and the Receiving Party will only disclose Confidential Information to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under these Terms, and if such directors, officers, employees and/or contractors have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than the non-disclosure obligations contained in this Section 7.2. Provided, however, that each Party may disclose the terms and conditions of these Terms: (a) to legal counsel of such Party; (b) to such Party’s accountants, banks, financing sources and their advisors; (c) in connection with the enforcement of these Terms or rights under these Terms; or (d) in connection with an actual or proposed merger, acquisition, or similar transaction. Our compliance with the provisions of Section 6.1 (Security) with respect to Your Data shall be deemed as compliance with its obligations under this Section 7 with respect to Your Data.
- 5.3. Exceptions. Confidential Information will not include information that: (a) is in or enters the public domain without breach of these Terms through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was

in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently, and without use of or reference to, the Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a 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 “**Order**”), and where such Order is shown the Receiving Party shall: (i) give the Disclosing Party written notice of the Order within 24 hours after receiving it; and (ii) cooperate fully with the Disclosing Party before disclosure to provide the Disclosing Party with the opportunity to interpose any objections it may have to disclosure of the information required by the Order and 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 7.3, Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

- 5.4. Remedies. The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information will result in irreparable injury to the Disclosing Party, which injury could 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 and obtain 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, prove the inadequacy of its legal remedies, or post any bond or other security.
- 5.5. Return or Destruction of Confidential Information. upon receiving a written request from the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all Confidential Information of the Delivering Party then in its possession or destroy all copies of such Confidential Information, at the Delivering Party’s sole discretion and direction. The Receiving Party will immediately confirm, in writing, that it has complied with this request.

## 6. Representations, Warranties and Remedies.

- 6.1. General Representations and Warranties. Each Party represents and warrants the following: (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (b) it has full corporate power and authority to execute, deliver and perform its obligations under these Terms; (c) the person signing these Terms on its behalf has been duly authorized and empowered to enter into these Terms; (d) these Terms are valid, binding and enforceable against it in accordance with its terms; and (e) it will perform its obligations under these Terms in accordance with applicable federal or state laws or regulations.
- 6.2. Conformity with Documentation. We warrant that at any point in time during Your Subscription Term, the most recent release of the Solutions (“**Current Release**”) will substantially conform in all material respects with the Documentation.
- 6.3. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 6, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS AND THE SENTINELONE SOLUTIONS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, STATUTE, CUSTOM OR USAGE IN THE TRADE, BY 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, CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

## 7. Indemnification Obligations.

- 7.1. Infringement Indemnity. SentinelOne will indemnify the MSSP directly from and against any and all third party claims, suits, actions or proceedings alleging that Your use of the Solutions infringes or misappropriates a third party’s valid Intellectual Property Right (each a “**Claim**”). Any indemnification of You for any Intellectual Property Claim made against You should be made between You and the MSSP.
- 7.2. Customer Indemnity. Customer, at its sole expense, will defend SentinelOne and its directors, officers, employees and agents (“**SentinelOne Indemnitees**”) from and against any Claims and indemnify SentinelOne Indemnitees from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest and disbursements) arising out of, based on either

Customer's business operations (including, but not limited to, any Customer IP) or any breach or alleged breach of Customer's obligations under Section 2 of these Terms.

- 7.3. Procedures. Your indemnification obligations under this Section 7 is conditioned upon SentinelOne: (a) giving You prompt written notice of the Claim once the SentinelOne becomes aware of the Claim (provided that failure to provide prompt written notice to You will not alleviate Your obligations under this Section 7 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); (b) granting You the option to take sole control of the defense (including granting You the right to select and use counsel of its own choosing) and settlement of the Claim (except that SentinelOne's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of SentinelOne); and (c) providing reasonable cooperation to You and, at Your request and expense, assistance in the defense or settlement of the Claim.

- 8. Limitation of Liability.** EXCEPT FOR BREACHES OF SECTION 2 (RESTRICTIONS), 5 (CONFIDENTIALITY) OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO THE MSSP FOR 6 MONTHS SUBSCRIPTION FEES AT THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES, AND IN THE CASE OF A BREACH OF SECTION 4, (PRIVACY AND SECURITY), NO MORE THAN 12 MONTHS SUBSCRIPTION FEES PAID OR PAYABLE BY CUSTOMER TO THE MSSP AT THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THESE TERMS, 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. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 10 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**9. General Provisions.**

- 9.1. Entire Agreement. These Terms, set forth the entire agreement and understanding of the Parties relating to Your use of the Solutions, and supersede all prior or contemporaneous agreements proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom (including without limitation any nondisclosure agreement and/or another agreement among the Parties executed in connection with Your consideration and/or evaluation of the Solutions).
- 9.2. Governing Law and Venue. These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law 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 these Terms. Prior to the filing or initiation of any action or proceeding relating to these Terms, 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). If a Party initiates any proceeding regarding these Terms, the prevailing Party to such proceeding is entitled to reasonable attorneys' fees and costs for claims arising out of these Terms.
- 9.3. Assignment. Neither these Terms nor any right or duty under these Terms 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 these Terms to a successor of substantially all of its business or assets, whether by merger, sale of assets, sale of stock, 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 these Terms. Subject to the foregoing, these Terms will be binding upon and will inure to the benefit of the Parties and their respective representatives, heirs, administrators, successors and permitted assigns.
- 9.4. Export Compliance. The Solutions, and SentinelOne Software or other components of the Solutions which We may provide or make available to You for use by Your users are subject to U.S. export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to Your access to and use of the Solutions. You

shall not access or use the Solutions if You are located in any jurisdiction in which the provision of the Solutions is prohibited under U.S. or other applicable laws or regulations (a “**Prohibited Jurisdiction**”) and You agree not to grant access to the Solutions to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (b) You are not a national of, or a company registered in, any Prohibited Jurisdiction, (c) You shall not permit users to access or use the Solutions in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and (d) You shall comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which You and users are located.

- 9.5. Force Majeure. Except for payments due under these Terms, 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 Us, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third Party (a “**Force Majeure Event**”).