



## SENTINELONE TERMS OF SERVICE

These SentinelOne Terms of Service (“**Terms**”) are between Sentinel Labs, Inc. or one of its Affiliates (together, “**SentinelOne**,” “**Our**,” “**We**,” “**Us**” or similar terms) and the customer (“**Customer**,” “**You**,” “**Your**” or similar terms) who accepts these Terms, or accesses and/or uses the SentinelOne Solutions (as defined below). These Terms govern Customer’s subscription to the SentinelOne Solutions, and constitutes a binding contract in connection with any paid or Evaluation use of the SentinelOne Solutions.

**This is a legal, enforceable contract between You and SentinelOne, and by accepting these Terms, clicking the “Log In” button to access the Solutions, otherwise indicating Your consent to the Terms electronically or through access or use of the SentinelOne Solutions, or signing these Term (and such time “Effective Date”), You agree to be bound by these Terms. If You are entering these Terms on behalf of another entity or person, You hereby represent to SentinelOne that You have the authority to bind Customer and its affiliates to these Terms. If You do not have such authority, or if You do not agree to these Terms, You may not subscribe to or use the SentinelOne Solutions.**

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**,” which Parties agree as follows:

### 1. **License.**

1.1. Purchase Order. A “**Purchase Order**” means an online form completed by You directly through the SentinelOne website, or a written document such as a SentinelOne quote with corresponding purchase order, service order or a similar document agreed to in writing and executed among the Parties, or agreed to among You and a SentinelOne approved partner (such as a reseller and collectively, “**Partner**”) and referencing a quote from SentinelOne (“**Quote**”), in each case covering Your subscription to Solutions or Evaluation offering. For a Purchase Order to be valid, it must be executed by both the Customer and SentinelOne, by a Partner and Customer, or by a Partner if the executed Purchase Order references and accepts a corresponding SentinelOne Quote. Unless otherwise expressly specified in the Purchase Order executed by SentinelOne, the terms of these Terms shall supersede any conflicting terms in a Purchase Order.

1.2. Scope of Agreement. These Terms govern Your purchase of a subscription to SentinelOne’s malware protection, detection and remediation solutions directly or through a Partner, 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)**”). You agree to accept all Enhancements necessary for the proper function of the Solutions as released by SentinelOne from time to time, and further agree that SentinelOne shall not be responsible for the proper performance of the Solutions or security issues encountered with the Solutions related to Your failure to accept Enhancements in a timely manner.

1.3. Related Services and Products. As an active Customer subscribing to the Solutions in accordance with these Terms, during the Subscription Term You may receive and/or subscribe to other related services from SentinelOne, such as support services (“**SentinelOne Support**”), Technical Account Management (“**TAM**”), SentinelOne’s Vigilance Service or other services (collectively “**SentinelOne Services**”); and/or You may procure a license to certain SentinelOne products such as Our Nexus SDK (“**SDK**” and together with SentinelOne Services, “**Other SentinelOne Services and Products**”); in each of the foregoing, as detailed in a relevant Purchase Order listing any such Other SentinelOne Services and Products. Your subscription to such Other SentinelOne Services and Products is subject in each case to applicable terms and conditions of these Terms as well as the specific terms for each such Other SentinelOne Services and Products detailed here: <https://www.sentinelone.com/legal/>.

1.4. 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**”).

## 1.5. License Grant.

1.5.1. Subject to Your compliance with the terms and conditions of these Terms, We hereby grant You (directly or through a Partner, as applicable) a worldwide, non-transferable, non-exclusive license during the Subscription Term or any Evaluation Period to install, store, access, use, execute and display the Solutions (including Enhancements) solely in support of Your (and Your Affiliate(s)) internal business security and operation, in accordance with the Documentation describing the permissible use of the Solutions (“**License**”). The License granted herein is limited to the number of physical or virtual computing devices that can process data (“**Endpoints**”) or the number of SDK copies licensed to You, where the SentinelOne Software and/or SDK is installed and for which license has been acquired pursuant to a valid Purchase Order. We will make the SentinelOne Software and/or SDK available to You via download from Our website or other means determined by Us.

1.5.2. “**Affiliate(s)**” means any entity that directly, or indirectly through intermediaries, controls, is controlled by, or is under common control with a Party. The license granted to You herein includes the right to connect Your Affiliates’ Endpoints to the Solutions so as to provide the Solutions to such Affiliates’ Endpoints, provided that You agree to remain fully responsible and liable under these Terms for Your Affiliates use of the Solutions.

1.6. Other Services. If You decide to enable, access or use third Party products, applications, services, software, networks or other systems, and/or information which the Solutions link to (collectively, “**Other Services**”), including integrating such Other Services directly to Your instance of the Solutions, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data or any interaction between You and the provider of such Other Services, or any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You are expressly permitting Us to disclose Your Login as well as Your Data to such Other Services as necessary to facilitate Your enablement and use of such Other Services.

1.7. Third Party Service. If You enter into an agreement with a third party to manage the installation, onboarding and/or operation of the Solutions on Your behalf (“**Third Party Service**”) then You may allow such Third Party Service to use the Solutions provided that (i) as between the Parties, You remain responsible for all its obligations under the terms of these Terms; (ii) such Third Party Service only uses the Solutions for Your internal purposes and not for the benefit of any third party or the Third Party Service, and agrees to the terms of these Terms in providing services to You; and (iii) You remain liable to Us for the Third Party Service’s service on Your behalf.

## 2. **Evaluations; Early Adoption and Beta Use.**

2.1. Evaluation Offering. If You receive the Solutions for evaluation purposes, then You may use the Solutions for Your own internal evaluation purposes (“**Evaluation**”) for a period of up to thirty (30) days from the start date of the Evaluation (the “**Evaluation Period**”), unless otherwise agreed to in the valid Purchase Order and/or Quote covering the Evaluation.

2.2. Evaluation License and Restrictions. In addition to the license scope detailed elsewhere in these Terms, during Evaluation You: (i) may install and use, solely during the Evaluation Period, one (1) copy of the Solutions malware protection software for network services (“**Server Software**”) and up to fifty (50) copies of Endpoints (unless the Parties mutually agree on a different Evaluation Period, or a different number of copies in a Purchase Order executed by both Parties and referencing these Terms); (ii) may install an evaluation framework comprising of malware and exploit samples, to the extent applicable, only on a single computer, in a controlled environment, which is not connected to a

production network, with access to only the Your management server, all in accordance with documentation and materials furnished by Licensor; (iii) shall comply with the use restrictions in Section 3; and (iv) shall uninstall any portion of the Solutions residing on Your computers or servers after the Evaluation Period, return all Documentation in its possession to Us, and confirm to Us in writing (email accepted) of such deletion and uninstallation. If the Evaluation offering is a subscription, You understand that We 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.

2.3. Early Adoption or Beta Use. If You are invited to and agree to participate in SentinelOne's Early Adoption Program or Beta Program, You acknowledge 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, Your use and testing of the Early Adoption and/or Beta versions of the Solutions is subject to the disclaimers stated in Section 2.4 below. Additionally, Your 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.

2.4. DISCLAIMER OF WARRANTIES AND LIABILITY. DURING EVALUATION, OR EARLY ADOPTION OR BETA USE OF THE SOLUTIONS, THE SENTINELONE SOLUTIONS ARE OFFERED ON AN "AS IS" BASIS, WITHOUT ANY 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 OF TRADE, OR COURSE OF DEALING. YOU ASSUME 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 DEROGATING FROM 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, OR EARLY ADOPTION OR BETA USE OF THE SOLUTIONS, WE SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, LOSS OF PROGRAMS OR INFORMATION OR OTHER INTANGIBLE LOSS ARISING OUT OF THE USE OF OR THE 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 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THAT THEY ARE FORESEEABLE. 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 YOU SHALL NOT EXCEED US \$100. 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 HEREIN.

3. **Restrictions.** Except as expressly authorized by these Terms, You may not do any of the following: (i) modify, disclose, alter, translate or create derivative works of the SentinelOne Solutions (or any components thereof) or any accompanying Documentation; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Solutions (or any components thereof) or any Documentation; (iii) use the Solutions other than for their intended uses as directly related to Your internal business operations and described in the Documentation, 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; (iv) 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); (v) use the Solutions to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party privacy rights; (vi) 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; (vii) probe, scan or test the vulnerability of the Solutions, or take any action in an effort to circumvent the Solutions; (viii) copy, frame or mirror any part or content of the Solutions; (ix) access the Solutions to build a competitive product or service, or copy any features or functions of the Solutions; (x) interfere with or disrupt the integrity or performance of the Solutions; (xi) attempt to gain unauthorized access to the Solutions or their related systems or networks; (xii) disclose to any third party or publish in any media any performance information or analysis relating to the Solutions; (xiii) fail to maintain all copyright, trademark and proprietary notices on the Solutions and any permitted copy thereof; or (xiv) cause or permit any Solutions user or third party to do any of the foregoing.

#### 4. **Ownership and Reservation of Rights.**

4.1 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**”).

4.2 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**”).

4.3 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.

#### 5. **Billing, Plan Modifications and Payments.**

5.1 Fees. The fees for the Solutions and SentinelOne Support are collectively set forth in an applicable Quote or valid Purchase Order (the “**Service Fees**” and “**Support Fees**,” collectively, “**Fees**”). All Fees are due payable directly to Us, or to the applicable Partner, within the timeframe detailed in the applicable valid Purchase Order (and absent such valid Purchase Order, within thirty (30) days of Customer’s first use of the Solutions). If You fail to pay Your Fees or charges for other services indicated in a valid Purchase Order or Quote within five (5) days of Our notice to You that payment is past due or delinquent, or if You do not update payment information upon Our (or a Partner’s) request, in addition to Our other remedies We may suspend or terminate Your access to the Solutions. Where Fees are paid directly to Us, all payments due under these Terms will be made in U.S. Dollars by check, bank wire transfer or credit card, in immediately available funds to the applicable account designated by Us. No refunds or credits for paid Fees will be issued to Customer unless Customer terminates these Terms pursuant to Section 11.2 or We terminate these Terms pursuant to Section 9.1.

5.2 Plan Modifications. If You choose to increase the number of Endpoints You subscribe to under an applicable Purchase Order or Quote during Your then-effective Subscription Term (a “**Subscription Upgrade**”), We shall invoice You (or Your Partner) for the incremental Fees associated with such Subscription Upgrade on a *pro rata* basis at the price per Endpoint specified in the corresponding Quote or valid Purchase Order over the remaining period of such Subscription Term (which Fees shall be due and payable upon implementation of such Subscription Upgrade) and thereafter in any Renewal Subscription Term unless otherwise agreed among the Parties in a Purchase Order. No Fees refund or credit shall be granted where Customer elects to not use the Solutions on previously subscribed Endpoints.

5.3 Interest and Taxes. Interest on any late payments for undisputed amounts owed will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is paid in full. You will be responsible for and pay all sales and similar taxes and all license fees and similar fees levied upon the provision of the Solutions provided under these Terms excluding only taxes based solely on Our net income. You will indemnify and hold Us harmless from and against any and all such taxes and related amounts levied upon the provision of the Solutions and any costs associated with the collection or withholding thereof, including

penalties and interest. The foregoing shall apply with applicable changes to Purchase Orders among You 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. Processing Limitations and Security Obligation. In providing You the Solutions and Other SentinelOne Services and Products, We will (i) store, process and access Your Data only to the extent reasonably necessary to provide you the Solutions and/or Other SentinelOne Services and Products, and to improve the Solutions and Other SentinelOne Services and Products; and (ii) implement and maintain commercially reasonable technical, physical and organizational measures to protect the security, confidentiality and integrity of Your Data hosted by Us or Our authorized third party service providers from unauthorized access, use, alteration or disclosure. “**Your Data**” means all data and information associated with You which is uploaded to, processed by, generated by, and/or stored within the Solutions by You or in providing the Solutions to You.

6.2. 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 and these Terms. 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.

6.3. Hosting Location. Unless otherwise specifically agreed among the Parties, Your Data may be processed and/or hosted by SentinelOne or its authorized third-party service providers in the United States, the EEA or other locations around the world.

6.4. Anonymized Data. Notwithstanding anything to the contrary in these Terms, We may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Solutions solely for Our business purposes (including, but not limited to, improving the Solutions and creating new features) and such anonymized and aggregate data shall not be considered Your Data.

## 7. **Confidentiality.**

7.1. 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.

7.2. 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: (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 these Terms or rights under these Terms; or (iv) 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.

7.3. Exceptions. Confidential Information will not include information that: (i) is in or enters the public domain without breach of these Terms 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 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: (a) give the Disclosing Party written notice of the Order within 24 hours after receiving it; and (b) 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).

7.4. 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.

## 8. **Representations, Warranties and Remedies.**

8.1. General Representations and Warranties. Each Party represents and warrants the following: (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 power and authority to execute, deliver and perform its obligations under these Terms; (iii) the person signing these Terms on its behalf has been duly authorized and empowered to enter into these Terms; (iv) these Terms are valid, binding and enforceable against it in accordance with its terms; and (v) it will perform its obligations under these Terms in accordance with applicable federal or state laws or regulations.

8.2. 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. SentinelOne's sole obligation for material non-conformity with this warranty shall be, in SentinelOne's sole discretion, to use commercially reasonable efforts (i) to provide You with an error-correction or workaround which corrects the reported non-conformity; (ii) to replace the non-conforming portions of the Solutions with conforming items; or (iii) if SentinelOne reasonably determines such remedies to be impracticable within a reasonable period of time, to terminate these Terms and refund the Fees paid for the Solutions. 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 You or any third party; (c) to use of early releases of the Solutions which are not the Current Release or the Solutions release immediately preceding the Current Release; (d) to defects due to accident, abuse or improper use by You; or (e) to Evaluation or Early Adoption use of the Solutions.

8.3. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 8, 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.

## 9. **Indemnification Obligations.**

9.1. **Infringement Indemnity.** SentinelOne will indemnify You and Your 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 Your use of the Solutions infringes or misappropriates a third party’s valid Intellectual Property Right. SentinelOne, at its expense, will defend any such Claim by reason of Your use of the Solutions as permitted hereunder, 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 these Terms; (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 these Terms, 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 these Terms effective immediately with concurrent written notice to Customer. In the event of a termination of these Terms pursuant to this Section 9.1, all rights and licenses with respect to the Solutions will immediately cease and SentinelOne 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 these Terms. 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 these Terms 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, at its sole expense, will indemnify SentinelOne and its directors, officers, employees and agents or other authorized representatives (“**SentinelOne Indemnitees**”) from and against any Claim, and be liable for 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 Sections 1.6 (Other Services), 1.7 (Third Party Service) or 3 (Restrictions) herein, or the failure of Your administrators of Your account to maintain the confidentiality of their login information to such account.

9.3. **Procedures.** The indemnifying Party’s indemnification obligations under this Section 9 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.** EXCEPT FOR BREACHES OF SECTION 3 (RESTRICTIONS), 7 (CONFIDENTIALITY) OR EACH PARTY'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 SENTINELONE (OR ITS RESELLER) 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 6 (PRIVACY AND SECURITY), NO MORE THAN 12 MONTHS SUBSCRIPTION FEES 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.

## 11. **Term, Termination and Effect of Termination.**

11.1. **Term.** Unless otherwise agreed to in writing among Parties or in a valid Purchase Order among You and a Partner, the term of these Terms will begin on the Effective Date and continue for twelve (12) months (the "**Initial Subscription Terms**"), and thereafter these Terms and the underlying Solutions subscription shall renew for additional successive periods identical in length to the Initial Subscription Term ("**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. Any Subscription Term may also (i) be terminated in accordance with Section 11.2 below; or (ii) be terminated by Us in accordance with Section 9.1.

11.2. **Termination.** In addition to Our right to terminate these Terms pursuant to Section 9.1, either Party may terminate these Terms, for cause, if the other Party: (i) materially breaches these Terms 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, We may terminate these Terms immediately for cause by providing concurrent notice to You if We believe that You are using the Solutions in any unauthorized manner likely to cause harm to SentinelOne, the Solutions or a third party.

11.3. **Effect of Termination.** Upon any termination of these Terms: (i) all rights and licenses granted to Customer under these Terms will immediately terminate; (ii) all of Our obligations under these Terms (including, Our performance of the SentinelOne Support) will immediately cease; (iii) there will be no refund for any pre-paid and unused Fees as of the termination date, and You will immediately pay Us any Fees due and payable under these Terms as of the termination date, except where You terminate these Terms due to SentinelOne's material breach or where SentinelOne terminates these Terms under Section 9.1 herein; and (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 Delivering Party then in its possession or destroy all copies of such Confidential Information, at the Delivering Party's sole discretion and direction. Customer will immediately confirm, in writing, that it has complied with this Section 11.3(iv) at Our request. Notwithstanding any terms to the contrary in these Terms, Sections 3, 4, 5, 7, 8.2, 9, 10, 11.3 and 12 will survive any termination of these Terms.

## 12. **General Provisions.**

12.1. **Entire Agreement.** These Terms, 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 Your subscription to the Solutions, and supersede all prior or contemporaneous conflicting terms in 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, any Quote or Purchase Order and/or another agreement among the Parties in connection with Your consideration and/or evaluation of the Solutions), excluding only a written agreement executed by SentinelOne, expressly referencing these Terms and only to the extent expressly superseding specific terms in these Terms.

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. 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.

12.4. Publicity. You agree that We may reference and use Your name and trademarks in SentinelOne marketing and promotional materials, including, but not limited to, the SentinelOne website, solely for purposes of identifying You as Our 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 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.

12.6. 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 (i) 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; (ii) You are not a national of, or a company registered in, any Prohibited Jurisdiction; (iii) 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 (iv) 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.

12.7. Amendments and Waivers. No modification, addition or deletion, or waiver of any rights under these Terms 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 not 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 these Terms expressly state “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, confirmed facsimile, 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 5 days from being deposited for delivery or the date on the confirmed facsimile, confirmed email or courier receipt.

12.9. Severability. If any provision of these Terms is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these Terms 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 these Terms 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 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**”).

12.11. Counterparts. These Terms 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 signature pages by mail, facsimile or email (if email, signatures in Adobe PDF or similar format).

IN WITNESS WHEREOF, the Parties authorized representatives have executed these SentinelOne Terms of Service as of the Effective Date.

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

**Sentinel Labs, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

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

Address: 605 Fairchild Drive,  
Mountain View, CA 94043 USA

\_\_\_\_\_

Email: \_\_\_\_\_

Email: [legal.notices@sentinelone.com](mailto:legal.notices@sentinelone.com)

## SENTINELONE RANSOMWARE WARRANTY

This SentinelOne Ransomware Warranty (“**Warranty Agreement**”) describes the terms and conditions for the provision of a Ransomware Warranty (“**Warranty**”) granted from Sentinel Labs, Inc. (“**SentinelOne**”) to the SentinelOne customer who subscribes to its malware protection solutions (“**Company**” and “**Solutions**,” respectively) under the SentinelOne Terms of Service (“**Terms**”). This Warranty Agreement governs the Warranty whether granted to Company’s authorized representative online or via a Purchase Order attached to this Warranty Agreement, is effective as of the last date near the Parties’ signatures below or when purchased online (each such date, “**Effective Date**”), and shall remain in effect so long as the Company subscribes to the Solutions in accordance with the Terms, and uses the Solutions in compliance with the terms of this Warranty Agreement (including, without limitation, the Solutions configuration (“**Warranty Term**”). As the Company’s authorized representative, you represent that you are authorized by the Company to accept the Warranty under this Warranty Agreement as part of the Company’s subscription to the Solutions. Capitalized terms shall have the meaning assigned to such terms where defined in this Warranty Agreement, and capital terms used but not defined in this Warranty Agreement shall have the meaning assigned to such terms in the Terms.

Subject to the terms and conditions described herein and the Terms, the parties to agree as follows:

### Specific Ransomware Warranty

1. **Warranty.** During the Warranty Term, so long as the Company also subscribes to the Solutions in compliance with the Terms, the Company’s Endpoints will be protected by the Solutions which will screen for any Ransomware. The Warranty granted herein shall apply to all such Endpoints provided that:

- (a) The Solutions are deployed in the Endpoints in accordance with the Documentation and such Endpoints are currently active and properly configured;
- (b) Only Files that are on Endpoints are covered under this Warranty;
- (c) All Endpoints of the Company have the following required configurations:
  - (i) Solutions:
    - • Policy mode options are set to Threats: Protect and Suspicious: Protect.
    - • All Engines are set to ON.
    - • Cloud Connectivity is not disabled.
    - • Anti Tamper is turned ON
    - • Snapshots are turned ON
    - • Scan New Agents is turned ON
    - • The latest General Availability version of the SentinelOne Windows Endpoint Agent (as specified in the SentinelOne Knowledge Base “Latest Information” article) is deployed prior to the time of Ransomware infection.

## SENTINELONE RANSOMWARE WARRANTY

- • There are no Pending Actions (such as Reboot) listed on any covered Endpoint.
  - • A supported version of the Management Console is deployed.
  - • Exclusions specified in the SentinelOne Knowledge Base “Not Recommended Exclusions” article, are not deployed in the Management Console or Agent.
  - (ii) Operating system:
    - • The Warranty applies to Standard (not Legacy) Windows Agents, and on supported versions of Microsoft Windows (as specified in the SentinelOne Knowledge Base “System Requirements” article).
    - • Each endpoint is malware-free prior to SentinelOne Windows Agent installation.
    - • OS is fully updated and patched on each covered Endpoint, and all compromised applications are updated to latest releases.
    - • VSS (Volume Shadow Copy Service) is enabled and functioning on all Windows endpoints. VSS Disk Space Usage allocation must be configured with at least 10% on all disks.
  - (d) All Endpoints of the Company have the following required configurations:
    - • immediately adds the specific Ransomware threat to blacklist;
    - • in case the Ransomware was not blocked but only detected – takes a remediation and rollback action within 1 hour of infection/discovery of the Ransomware; and
    - • notifies SentinelOne of the Ransomware discovery within 24 hours at [warranty@sentinelone.com](mailto:warranty@sentinelone.com).
- this Section 1(d) shall not apply if the Company is subscribed to the Vigilance Response service during the Warranty Term.

**2. Scope of the Warranty.** Subject to the terms of this Warranty Agreement, including the specific requirements of Section 1 above, in case of a successful ransomware attack on Company Endpoints covered by the Warranty, as shown in SentinelOne’s logs and other records, SentinelOne will pay as sole and exclusive remedy to the Company damages equal to the ransom demanded by the Ransomware, capped at \$1,000 USD per Endpoint affected by a Breach, and further capped at \$1,000,000 USD for every consecutive 12 months in which Company subscribes to the Solutions with respect to the affected Endpoint.

**3. Condition Precedent to Warranty Payment.** SentinelOne shall only provide the remedy for the Breach of the Warranty as described above if (i) the Ransomware attack has occurred, is discovered by the Company and reported to SentinelOne during the Warranty Term and Company’s subscription to the Solutions under the Terms; (ii) Company’s Endpoints and the Solutions are configured in accordance with the Documentation and Section 1 above; (iii) the Company demands in writing to recover for damages caused by the Breach; and (iv) sufficient

## SENTINELONE RANSOMWARE WARRANTY

evidence is provided by Company supporting the Ransom demand amount for each Ransomware infection covered by this Warranty.

4. **Exclusions:** The Warranty shall not apply to a breach caused primarily by (i) any deployment, configuration and/or use of the Solutions (or a portion thereof), for any or no reason, in a manner inconsistent with the Documentation or the requirements of Section 1 herein; (ii) Company's negligence or misconduct; or (iii) other products and/or services which directly or indirectly cause the malfunction or non-performance of the Solutions with respect to the subject Ransomware.

5. **Sole and Exclusive Remedy.** The aforementioned remedy for the Breach shall be the Company's sole and exclusive remedy and the entire liability of SentinelOne for any Breach of the Warranty.

6. **Definitions.** The capitalized terms below shall have the following meaning:

- (a) **"Breach"** means the unauthorized access to at least one Company Endpoint in the form of Ransomware which has caused material harm to the Company, whereby "material harm" must include at least one of the following: (i) the unauthorized acquisition of unencrypted digital data that compromises the security, confidentiality, or integrity of personal information or confidential information maintained by the Company; (ii) public disclosure of personal information or confidential information maintained by the Company; or (iii) the compromise of at least one Company Endpoint resulting the blocking of access to such Endpoint.
- (b) **"Ransomware"** means a malware software program that infects Company's systems from external sources (i.e. in the wild), which installs, persists and encrypts a large portion of files at the operating system level, and continuing to demand payment (the "Ransom") in order to decrypt the encrypted files. For clarification, Ransomware does not include any malware introduced by the Company or any third party to Company's internal systems, whether intentionally (i.e., malware testing) or through a breach in the system's security.
- (c) **"Endpoints"** shall mean any computing device with a Microsoft Windows operating system, that has the Solutions installed per the Documentation under valid Terms among SentinelOne and the Company.

7. **Other Terms and Conditions.** Any other terms and conditions of the Terms shall be unaffected by this Warranty Agreement, except as expressly stated in the Terms. In case of any conflict between the terms of this Warranty Agreement and the terms and conditions within the Terms relating to the Warranty, the terms and conditions within this Warranty Agreement shall prevail.

8. **Miscellaneous.** This Warranty Agreement represents the complete agreement between the parties concerning the Warranty granted hereunder, and supersedes any and all prior

## SENTINELONE RANSOMWARE WARRANTY

agreements or representations between the parties. SentinelOne may revise the terms of this Warranty Agreement from time to time in its reasonable discretion, provided that such revisions shall not reduce or eliminate the monetary remedy described in Section 2 herein. To the extent that SentinelOne pays to the Company under the Warranty, Company agrees that SentinelOne shall acquire a subrogation right to assert a claim against the hacker who delivered the Ransomware to Company and caused damages for which SentinelOne incurred Warranty costs, and Company further agrees to assist SentinelOne should it decide to assert a claim against such hacker. If any provision of this Warranty Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Warranty Agreement is governed by and construed in accordance with the substantive laws of California, irrespective of its choice of law principles, and the competent courts in California shall have sole and exclusive jurisdiction over every dispute arising from, or in connection with this Warranty Agreement.

## SENTINELONE SUPPORT TERMS

These SentinelOne Support Terms (the “**Support Terms**”) detail the customer support provided by Sentinel Labs, Inc. (“**SentinelOne**”) with respect to the SentinelOne solutions (“**Solutions**”) subscribed to by the SentinelOne customer (“**Customer**”) under the SentinelOne Terms of Service (“**Terms**,” available at <https://sentinelone.com/terms-of-service/>, or another version of the Terms agreed to in writing among such Customer and SentinelOne) (“**Support Services**” as further detailed below). Support Services are expressly conditioned on Customer abiding by terms of the Terms, and the Terms are hereby incorporated by reference to these Support Terms. Support Services provided to Customer are coterminous with the Subscription Term stated in a valid Order Form (each capitalized term, as defined in the Terms). Support Services are not cancellable during a given Solutions Subscription Term.

Capitalized terms not defined but used herein have the meaning assigned to such terms in the Terms. In the event of any conflict between these Support Terms and the Terms, the terms of the Terms shall control unless clearly stated otherwise in a version of these Support Terms executed by SentinelOne.

In the event Customer has purchased the Solutions and Support Services from SentinelOne through a SentinelOne authorized partner (“**Partner**”), Customer will be entitled to all the rights set forth herein as related to the Support Services purchased by Customer if Customer: (a) is the original purchaser of the covered Solutions, and (b) provided with its purchase subscription to the Solutions true, accurate, current and complete information to SentinelOne or the Partner, and has maintains and updates such information to keep it true, accurate, current, and complete during Customer’s Subscription Term, subject to the relevant Partner providing certain support services to Customer under a separate agreement among Partner and Customer.

## TERMS

“**Action Plan**” means a formal verbal or written description of the tasks to be undertaken by SentinelOne and Customer to diagnose, triage, and address a support issue, along with an approximate timeframe for the processing and completion of tasks.

“**Initial Support Request**” means support request submitted by designated Customer representative support contact or their designated Partner to report a suspected Malfunction.

“**Interoperability**” means a Malfunction caused by an interoperation of the Solutions with a software component at Customer's environment.

“**Maintenance Window**” means Sunday between 10AM UTC +3 and 6PM UTC +3.

“**Malfunction**” means any error or other condition that prevents the Solutions from performing substantially in accordance with the operating specifications in the then current Documentation, but excluding Interoperability caused by a Malfunction Exception.



**“Malfunction Exception”** means Solutions component Malfunction caused by, related to or arising out of any abuse, misuse or unauthorized use of the Solutions by Customer, or any unauthorized combination of the Solutions with any software or hardware components, or other item not reasonably expected to be combined with and/or interoperate with the Solutions or a interoperability beyond SentinelOne’s reasonable control.

**“Resolution”** means a solution that renders the Solutions substantially in conformity with the Documentation.

**“Response”** means SentinelOne’s personnel response via outbound e-mail, web or phone consultation (based on the Support Plan purchased) to a designated Customer support contact, acknowledging receipt of an Initial Support request.

**“Response Time”** means the elapsed time between the Initial Support Request and the target time for a Response.

**“Support Plan(s)”** means the different support tiers, Professional Support and Enterprise Support, offered by SentinelOne to customers, as further detailed in these Support Terms and related Documentation, and as stated in each case in a relevant Quote or Purchase Order.

**“Support Hours”** means 9X5 (business hours) during weekdays for Professional Support and 24X7 for Enterprise Support, in each case 365 days per year.

**“Version”** means generally available (GA) release of a SentinelOne Software designated by the number which is immediately to the left or right of the left-most decimal point in a SentinelOne Software version number, as follows: (x).x.x or x.(x).x.

**“Workaround”** means a temporary solution or a configuration that renders the Solutions reasonably functional for their intended purpose until a Resolution is available, subject to any remaining Interoperability issues.

## SCOPE OF SUPPORT SERVICES

SentinelOne provides Support Services for: (a) its most current Version of the Solutions (including all Workaround thereof), and (b) the immediately preceding Version of the Solutions. Provided Customer is in compliance with all of the terms of these Support Terms and the Terms, and has paid all applicable Support Fees, SentinelOne will provide to Customer the Support Services set forth herein. In addition, SentinelOne will provide, upon Customer’s request, reports on the status of the Support Services requested by Customer.

Support Services consist of: (A) reasonable web and e-mail support for Professional Support Plan or email, web and phone support for Enterprise Support Plan as detailed (all Support Services provided in English), and (B) reasonable efforts to provide Workaround and Resolution . Support Services do not include: (i) support with respect to hardware on which the Solutions or any portion thereof may be installed, (ii) support with respect to Malfunction Exception, or

(iii) any monitoring and/or incident response services. SentinelOne has no obligation to develop any particular Workarounds, and products/solutions marketed by SentinelOne as separate products, or as upgrades for which additional fee is generally charged, are not considered a Workaround.

## Support Services Process

**Customer Responsibilities:** Before contacting SentinelOne with an Initial Support Request, Customer undertakes to: (a) analyze the Malfunction to determine if it is the result of Customer's misuse, the performance of a third party or some other Malfunction Exception or cause beyond SentinelOne's reasonable control, (b) ascertain that the Malfunction can be replicated, and (c) collect and provide to SentinelOne all relevant information relating to the Malfunction. For any Priority 1 Urgent support issues, Customer must submit an Initial Support Request via phone.

**SentinelOne Response:** Upon receiving Customer's Initial Support Request, SentinelOne's qualified personnel will use commercially reasonable efforts to provide a Response within the Response Time detailed in the Priority levels and communication channels detailed in the table below. For priority 1 issues, Response Time will be measured from Customer's phone call. Following initial Response, SentinelOne support representative will explore the nature of the Malfunction experienced by Customer and its effect on the Solutions, and reasonably assign a priority level to the Malfunction in accordance with definitions in the table below. A Response Time is a guarantee of communication timeframes, and SentinelOne does not guarantee a Workaround or Resolution within these timeframes. SentinelOne will make commercial reasonable efforts to reach an Action Plan within a reasonable time after the Response.

**Support Services Workflow:** SentinelOne will use commercially reasonable efforts to provide Customer with: (A) a Workaround within a reasonable time after an Action Plan has been established and (B) a Resolution within a reasonable time thereafter, also considering SentinelOne's release schedule and severity of Malfunctions.

In providing Support Services, SentinelOne support personnel may interact with the Customer's Solutions instance, review application data within such instance and otherwise exchange relevant information with Customer as needed to provide such Support Services.

**Remedies:** The remedies set forth herein are Customer's sole and exclusive remedy with respect to any Malfunction. SentinelOne has no obligation to provide Support Services, Workaround or Resolution with respect to any Malfunction Exception.

**Customer Responsibilities:** Before contacting SentinelOne with a suspected Malfunction, Customer make a commercially reasonable effort to: (a) analyze the Malfunction in an effort to determine if it is the result of an Interoperability or a Malfunction Exception, the performance of a third party or some other cause beyond SentinelOne's reasonable control, (b) ascertain

that the Malfunction can be replicated, and (c) collect and provide to SentinelOne all relevant information relating to the Malfunction.

## Priority Levels and Response Times

PRIORITY	DEFINITION	RESPONSE TIME Enterprise (within 95% of the time during each calendar month))	RESPONSE TIME Professional (within 95% of the time during each calendar month)
<b>1– Urgent</b>	Customer reports a Malfunction that (a) renders the Solutions inoperative or intermittently operative, (b) causes any material Solutions feature to be unavailable or substantially impaired, (c) materially compromises overall system operability or data integrity when the Solutions are installed and operational in a production environment (that is, causes a multiple systems crash or hang, or loss or corruption of data), or (d) causes a complete failure of the Solutions.	2 hours (Web/E-mail followed by a Phone call)	4 hours (Web/E-mail followed by a Phone call)
<b>2 – High</b>	Customer reports a Malfunction that (a) renders a required program or feature of the Solutions inoperative or intermittently	6 hours (Web/E-mail)	12 hours (Web/E-mail)

# SENTINELONE SUPPORT TERMS

	operative or (b) substantially degrades performance in a production environment.		
<b>3-Normal</b>	Customer reports a Malfunction that (a) renders an optional program of feature inoperative or intermittently operative or (b) causes only a minor impact on Customer's use of the Solutions.	12 hours (Web/E-mail)	24 hours (Web/E-mail)
<b>4 –Low</b>	Customer reports a Malfunction (a) that has only a minor effect on the Solutions functionality, (b) cosmetic flaws or (c) inquiries and questions about configuration and management of the Solutions.	48 hours (Web/E-mail)	72 hours (Web/E-mail)

## SENTINELONE TERMS OF SERVICE

These SentinelOne Terms of Service (“**Terms**”) are between Sentinel Labs, Inc. or one of its Affiliates (together, “**SentinelOne**,” “**Our**,” “**We**,” “**Us**” or similar terms) and the customer (“**Customer**,” “**You**,” “**Your**” or similar terms) who accepts these Terms, or accesses and/or uses the SentinelOne Solutions (as defined below). These Terms govern Customer’s subscription to the SentinelOne Solutions, and constitutes a binding contract in connection with any paid or Evaluation use of the SentinelOne Solutions.

**This is a legal, enforceable contract between You and SentinelOne, and by accepting these Terms, clicking the “Log In” button to access the Solutions, or otherwise indicating Your consent to the Terms electronically or through access or use of the SentinelOne Solutions (and such time “Effective Date”), You agree to be bound by these Terms. If You are entering these Terms on behalf of another entity or person, You hereby represent to SentinelOne that You have the authority to bind Customer and its affiliates to these Terms. If You do not have such authority, or if You do not agree to these Terms, You may not subscribe to or use the SentinelOne Solutions.**

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**,” which Parties agree as follows:

### **1. License.**

1.1. Purchase Order. A “**Purchase Order**” means an online form completed by You directly through the SentinelOne website, or a written document such as a SentinelOne quote with corresponding purchase order, service order or a similar document agreed to in writing and executed among the Parties, or agreed to among You and a SentinelOne approved partner (such as a reseller and collectively, “**Partner**”) and referencing a quote from SentinelOne (“**Quote**”), in each case covering Your subscription to Solutions or Evaluation offering. For a Purchase Order to be valid, it must be executed by both the Customer and SentinelOne, by a Partner and Customer, or by a Partner if the executed Purchase Order references and accepts a corresponding SentinelOne Quote. Unless otherwise expressly specified in the Purchase Order executed by SentinelOne, the terms of these Terms shall supersede any conflicting terms in a Purchase Order.

1.2. Scope of Agreement. These Terms govern Your purchase of a subscription to SentinelOne’s malware protection, detection and remediation solutions directly or through a Partner, 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)**”). You agree to accept all Enhancements necessary for the proper function of the Solutions as released by SentinelOne from time to time, and further agree that SentinelOne shall not be responsible for the proper performance of the Solutions or security issues encountered with the Solutions related to Your failure to accept Enhancements in a timely manner.

1.3. Related Services and Products. As an active Customer subscribing to the Solutions in accordance with these Terms, during the Subscription Term You may receive and/or subscribe to other related services from SentinelOne, such as support services (“**SentinelOne Support**”), Technical Account Management (“**TAM**”), SentinelOne’s Vigilance Service or other services (collectively “**SentinelOne Services**”); and/or You may procure a license to certain SentinelOne products such as Our Nexs SDK (“**SDK**” and together with SentinelOne Services, “**Other SentinelOne Services and Products**”). Your subscription to such Other SentinelOne Services and Products is subject in each case to applicable terms and conditions of these Terms as well as the specific terms for each such Other SentinelOne Services and Products detailed here:

<https://www.sentinelone.com/legal/>.

1.4. 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**”).

1.5. License Grant.

1.5.1. Subject to Your compliance with the terms and conditions of these Terms, We hereby grant You (directly or through a Partner, as applicable) a worldwide, non-transferable, non-exclusive license during the Subscription Term or any Evaluation Period to install, store, access, use, execute and display the Solutions (including Enhancements) solely in support of Your (and Your Affiliate(s)) internal business security and operation, in accordance with the Documentation describing the permissible use of the Solutions (“**License**”). The License granted herein is limited to the number of physical or virtual computing devices that can process data (“**Endpoints**”) or the number of SDK copies licensed to You, where the SentinelOne Software and/or SDK is installed and for which license has been acquired pursuant to a valid Purchase Order. We will make the SentinelOne Software and/or SDK available to You via download from Our website or other means determined by Us.

1.5.2. “**Affiliate(s)**” means any entity that directly, or indirectly through intermediaries, controls, is controlled by, or is under common control with a Party. The license granted to You herein includes the right to connect Your Affiliates’ Endpoints to the Solutions so as to provide the Solutions to such Affiliates’ Endpoints, provided that You agree to remain fully responsible and liable under these Terms for Your Affiliates use of the Solutions.

1.6. Other Services. If You decide to enable, access or use third Party products, applications, services, software, networks or other systems, and/or information which the Solutions link to (collectively, “**Other Services**”), including integrating such Other Services directly to Your instance of the Solutions, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other

Services, including, without limitation, their content or the manner in which they handle data or any interaction between You and the provider of such Other Services, or any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You are expressly permitting Us to disclose Your Login as well as Your Data to such Other Services as necessary to facilitate Your enablement and use of such Other Services.

1.7. Third Party Services. If You enter into an agreement with a third party to manage the installation, onboarding and/or operation of the Solutions on Your behalf (“**Third Party Service**”) then You may allow such Third Party Service to use the Solutions provided that (i) as between the Parties, You remain responsible for all its obligations under the terms of these Terms; (ii) such Third Party Service only uses the Solutions for Your internal purposes and not for the benefit of any third party or the Third Party Service, and agrees to the terms of these Terms in providing services to You; and (iii) You remain liable to Us for the Third Party Service’s service on Your behalf.

## 2. Evaluations; Early Adoption and Beta Use.

2.1. Evaluation Offering. If You receive the Solutions for evaluation purposes, then You may use the Solutions for Your own internal evaluation purposes (“**Evaluation**”) for a period of up to thirty (30) days from the start date of the Evaluation (the “**Evaluation Period**”), unless otherwise agreed to in the valid Purchase Order and/or Quote covering the Evaluation.

2.2. Evaluation License and Restrictions. In addition to the license scope detailed elsewhere in these Terms, during Evaluation You: (i) may install and use, solely during the Evaluation Period, one (1) copy of Solutions malware protection software for network services (“**Server Software**”) and up to fifty (50) copies of Endpoints (unless the Parties mutually agree on a different Evaluation Period, or a different number of copies in a Purchase Order executed by both Parties and referencing these Terms); (ii) may install an evaluation framework comprising of malware and exploit samples, to the extent applicable, only on a single computer, in a controlled environment, which is not connected to a production network, with access to only the Your management server, all in accordance with documentation and materials furnished by Licensor; (iii) shall comply with the use restrictions in Section 3; and (iv) shall uninstall any portion of the Solutions residing on Your computers or servers after the Evaluation Period, return all Documentation in its possession to Us, and confirm to Us in writing (email accepted) of such deletion and uninstallation. If the Evaluation offering is a subscription, You understand that We 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.

2.3. Early Adoption or Beta Use. If You are invited to and agree to participate in SentinelOne’s Early Adoption Program or Beta Program, You acknowledge 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, Your use and testing of the Early Adoption and/or Beta versions of the Solutions is subject to the disclaimers stated in Section 2.4 below. Additionally, Your 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.

**2.4. DISCLAIMER OF WARRANTIES AND LIABILITY.** DURING EVALUATION, OR EARLY ADOPTION OR BETA USE OF THE SOLUTIONS, THE SENTINELONE SOLUTIONS ARE OFFERED ON AN "AS IS" BASIS, WITHOUT ANY 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 OF TRADE, OR COURSE OF DEALING. YOU ASSUME 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 DEROGATING FROM 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, OR EARLY ADOPTION OR BETA USE OF THE SOLUTIONS, WE SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, LOSS OF PROGRAMS OR INFORMATION OR OTHER INTANGIBLE LOSS ARISING OUT OF THE USE OF OR THE 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 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THAT THEY ARE FORESEEABLE. 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 YOU SHALL NOT EXCEED US \$100. 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 HEREIN.

**3. Restrictions.** Except as expressly authorized by these Terms, You may not do any of the following: (i) modify, disclose, alter, translate or create derivative works of the SentinelOne Solutions (or any components thereof) or any accompanying Documentation; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Solutions (or any components thereof) or any Documentation; (iii) use the Solutions other than

for their intended uses as directly related to Your internal business operations and described in the Documentation, 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; (iv) 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); (v) use the Solutions to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party privacy rights; (vi) 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; (vii) probe, scan or test the vulnerability of the Solutions, or take any action in an effort to circumvent the Solutions; (viii) copy, frame or mirror any part or content of the Solutions; (ix) access the Solutions to build a competitive product or service, or copy any features or functions of the Solutions; (x) interfere with or disrupt the integrity or performance of the Solutions; (xi) attempt to gain unauthorized access to the Solutions or their related systems or networks; (xii) disclose to any third party or publish in any media any performance information or analysis relating to the Solutions; (xiii) fail to maintain all copyright, trademark and proprietary notices on the Solutions and any permitted copy thereof; or (xiv) cause or permit any Solutions user or third party to do any of the foregoing.

#### **4. Ownership and Reservation of Rights.**

4.1 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**”).

4.2 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**”).

4.3 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.

#### **5. Billing, Plan Modifications and Payments.**

5.1. Fees. The fees for the Solutions and SentinelOne Support are collectively set forth in an applicable Quote or valid Purchase Order (the “**Service Fees**” and “**Support Fees**,” collectively, “**Fees**”). All Fees are due payable directly to Us, or to the applicable Partner, within the timeframe detailed in the applicable valid Purchase Order (and absent such valid Purchase Order, within thirty (30) days of Customer’s first use of the Solutions). If You fail to pay Your

Fees or charges for other services indicated in a valid Purchase Order or Quote within five (5) days of Our notice to You that payment is past due or delinquent, or if You do not update payment information upon Our (or a Partner's) request, in addition to Our other remedies We may suspend or terminate Your access to the Solutions. Where Fees are paid directly to Us, all payments due under these Terms will be made in U.S. Dollars by check, bank wire transfer or credit card, in immediately available funds to the applicable account designated by Us. No refunds or credits for paid Fees will be issued to Customer unless Customer terminates these Terms pursuant to Section 11.2 or We terminate these Terms pursuant to Section 9.1.

5.2 Plan Modifications. If You choose to increase the number of Endpoints You subscribe to under an applicable Purchase Order or Quote during Your then-effective Subscription Term (a **"Subscription Upgrade"**), We shall invoice You (or Your Partner) for the incremental Fees associated with such Subscription Upgrade on a *pro rata* basis at the price per Endpoint specified in the corresponding Quote or valid Purchase Order over the remaining period of such Subscription Term (which Fees shall be due and payable upon implementation of such Subscription Upgrade) and thereafter in any Renewal Subscription Term unless otherwise agreed among the Parties in a Purchase Order. No Fees refund or credit shall be granted where Customer elects to not use the Solutions on previously subscribed Endpoints.

5.3. Interest and Taxes. Interest on any late payments for undisputed amounts owed will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is paid in full. You will be responsible for and pay all sales and similar taxes and all license fees and similar fees levied upon the provision of the Solutions provided under these Terms excluding only taxes based solely on Our net income. You will indemnify and hold Us harmless from and against any and all such taxes and related amounts levied upon the provision of the Solutions and any costs associated with the collection or withholding thereof, including penalties and interest. The foregoing shall apply with applicable changes to Purchase Orders among You 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 Processing Limitations and Security Obligation. In providing You the Solutions and Other SentinelOne Services and Products, We will (i) store, process and access Your Data only to the extent reasonably necessary to provide you the Solutions and/or Other SentinelOne Services and Products, and to improve the Solutions and Other SentinelOne Services and Products; and (ii) implement and maintain commercially reasonable technical, physical and organizational measures to protect the security, confidentiality and integrity of Your Data hosted by Us or Our authorized third party service providers from unauthorized access, use, alteration or disclosure. **"Your Data"** means all data and information associated with You which is uploaded to, processed by, generated by, and/or stored within the Solutions by You or in providing the Solutions to You.

6.2. 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 and these Terms. 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.

6.3. Hosting Location. Unless otherwise specifically agreed among the Parties, Your Data may be processed and/or hosted by SentinelOne or its authorized third-party service providers in the United States, the EEA or other locations around the world.

6.4. Anonymized Data. Notwithstanding anything to the contrary in these Terms, We may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Solutions solely for Our business purposes (including, but not limited to, improving the Solutions and creating new features) and such anonymized and aggregate data shall not be considered Your Data.

## 7. Confidentiality.

7.1. 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.

7.2. 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: (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 these Terms or rights under these Terms; or (iv) 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.

7.3. Exceptions. Confidential Information will not include information that: (i) is in or enters the public domain without breach of these Terms 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 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: (a) give the Disclosing Party written notice of the Order within 24 hours after receiving it; and (b) 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).

7.4. 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.

## 8. Representations, Warranties and Remedies.

8.1. General Representations and Warranties. Each Party represents and warrants the following: (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 power and authority to execute, deliver and perform its obligations under these Terms; (iii) the person signing these Terms on its behalf has been duly authorized and empowered to enter into these Terms; (iv) these Terms are valid, binding and enforceable against it in accordance with its terms; and (v) it will perform its obligations under these Terms in accordance with applicable federal or state laws or regulations.

8.2. 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. SentinelOne's sole obligation for material non-conformity with this warranty shall be, in SentinelOne's sole discretion, to use commercially reasonable efforts (i) to provide You with an error-correction or workaround which corrects the reported non-conformity; (ii) to replace the non-conforming portions of the Solutions with conforming items; or (iii) if SentinelOne reasonably determines such remedies to be impracticable within a reasonable period of time, to terminate these Terms and refund the Fees paid for the Solutions. 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 You or any third party; (c) to use of early releases of the Solutions which are not the Current Release or the Solutions release immediately preceding the Current Release; (d) to defects due to accident, abuse or improper use by You; or (e) to Evaluation or Early Adoption use of the Solutions.

8.3. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 8, 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.

## 9. Indemnification Obligations.

9.1. Infringement Indemnity. SentinelOne will indemnify You and Your 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 Your use of the Solutions infringes or misappropriates a third party's valid



Intellectual Property Right. SentinelOne, at its expense, will defend any such Claim by reason of Your use of the Solutions as permitted hereunder, 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 these Terms; (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 these Terms, 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 these Terms effective immediately with concurrent written notice to Customer. In the event of a termination of these Terms pursuant to this Section 9.1, all rights and licenses with respect to the Solutions will immediately cease and SentinelOne 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 these Terms. 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 these Terms 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, at its sole expense, will indemnify SentinelOne and its directors, officers, employees and agents or other authorized representatives ("**SentinelOne Indemnitees**") from and against any Claim, and be liable for 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 Sections 1.6 (Other Services), 1.7 (Third Party Service) or 3 (Restrictions) herein, or the failure of Your administrators of Your account to maintain the confidentiality of their login information to such account.



9.3. Procedures. The indemnifying Party's indemnification obligations under this Section 9 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.** EXCEPT FOR BREACHES OF SECTION 3 (RESTRICTIONS), 7 (CONFIDENTIALITY) OR EACH PARTY'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 SENTINELONE (OR ITS RESELLER) 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 6 (PRIVACY AND SECURITY), NO MORE THAN 12 MONTHS SUBSCRIPTION FEES 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.

## **11. Term, Termination and Effect of Termination.**

11.1 Term. Unless otherwise agreed to in writing among Parties or in a valid Purchase Order among You and a Partner, the term of these Terms will begin on the Effective Date and continue for twelve (12) months (the "**Initial Subscription Terms**"), and thereafter these Terms and the underlying Solutions subscription shall renew for additional successive periods identical in length to the Initial Subscription Term ("**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. Any Subscription Term may also (i) be terminated in accordance with Section 11.2 below; or (ii) be terminated by Us in accordance with Section 9.1.

**11.2. Termination.** In addition to Our right to terminate these Terms pursuant to Section 9.1, either Party may terminate these Terms, for cause, if the other Party: (i) materially breaches these Terms 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, We may terminate these Terms immediately for cause by providing concurrent notice to You if We believe that You are using the Solutions in any unauthorized manner likely to cause harm to SentinelOne, the Solutions or a third party.

**11.3. Effect of Termination.** Upon any termination of these Terms: (i) all rights and licenses granted to Customer under these Terms will immediately terminate; (ii) all of Our obligations under these Terms (including, Our performance of the SentinelOne Support) will immediately cease; (iii) there will be no refund for any pre-paid and unused Fees as of the termination date, and You will immediately pay Us any Fees due and payable under these Terms as of the termination date, except where You terminate these Terms due to SentinelOne's material breach or where SentinelOne terminates these Terms under Section 9.1 herein; and (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 Delivering Party then in its possession or destroy all copies of such Confidential Information, at the Delivering Party's sole discretion and direction. Customer will immediately confirm, in writing, that it has complied with this Section 11.3(iv) at Our request. Notwithstanding any terms to the contrary in these Terms, Sections 3, 4, 5, 7, 8.2, 9, 10, 11.3 and 12 will survive any termination of these Terms.

## **12. General Provisions.**

**12.1. Entire Agreement.** These Terms, 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 Your subscription to the Solutions, and supersede all prior or contemporaneous conflicting terms in 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, any Quote or Purchase Order and/or another agreement among the Parties in connection with Your consideration and/or evaluation of the Solutions), excluding only a written agreement executed by SentinelOne, expressly referencing these Terms and only to the extent expressly superceding specific terms in these Terms.

**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. 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.

12.4. Publicity. You agree that We may reference and use Your name and trademarks in SentinelOne marketing and promotional materials, including, but not limited to, the SentinelOne website, solely for purposes of identifying You as Our 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 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.

12.6. 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 (i) 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; (ii) You are not a national of, or a company registered in, any Prohibited Jurisdiction; (iii) 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 (iv) 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.

12.7. Amendments and Waivers. No modification, addition or deletion, or waiver of any rights under these Terms 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 not 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 these Terms expressly state “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, confirmed facsimile, 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 5 days from being deposited for delivery or the date on the confirmed facsimile, confirmed email or courier receipt.

12.9. Severability. If any provision of these Terms is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these Terms 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 these Terms 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 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**”).

# SENTINEL LABS, INC.

## PRIVACY POLICY

### Introduction

This Privacy Policy (“Policy”) informs you of Sentinel Labs, Inc.’s (“**SentinelOne**,” **We**,” **Us**,” **Our**” or related terms, and including Our wholly owned subsidiaries (collectively, “**SentinelOne Group**”)) commitment to protecting the privacy of individuals who visit our website [www.sentinelone.com](http://www.sentinelone.com) (“**Site Visitors**” and “**Site**”), as well as the privacy of individuals whose personal information is shared with Us in connection with the downloading and installation of our software (“**Software**”) offered as part of subscriptions to our SentinelOne Solutions (the “**Solutions**” and together with the Site and Software, “SentinelOne Services”). For the purposes of this Policy, the term Site shall refer collectively to [www.sentinelone.com](http://www.sentinelone.com) as well as the other websites that the We operate and that link to this Policy. By visiting the Site, downloading the Software and/or subscribing to the Solutions, you agree to the terms of this Policy.

### Scope of this Policy

In this Policy, “**Personal Information**” means any information relating to an identified or identifiable natural person, whereby an identifiable natural person is one who can be identified, directly or indirectly, by particular reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

The use of information collected through our SentinelOne Services is limited to the purpose of providing the service for which you have engaged with Us, as further described below, and in compliance with applicable laws and the terms of this Policy. When you visit the Site, We collect information, including Personal Information, **only as necessary to interact with you, improve your user experience and provide you relevant data and services**. We collect information, including Personal Information, under the direction of subscribers to any of the SentinelOne Services (“**Subscriber(s)**”), and have no direct relationship with individuals whose Personal Information We may process in connection with one of Our Subscribers’ subscription to and/or use of the SentinelOne Services. If you are an individual who interacts with the SentinelOne Services in connection with your relations with a Subscriber (such as an employee of one of our Subscribers) and would no longer like your Personal Information to be processed by Us in providing SentinelOne Services to a Subscriber, please contact the Subscriber that you interact with directly.

### Personal Information Collection and Use

SentinelOne Site. When you visit Our Site to learn about SentinelOne and its SentinelOne Services, or to portals connecting to the Site (such as Our [Support Portal](#) or [Partner Portal](#)), **We gather information only as necessary to interact with you, provide you relevant data and services, contact you about Our SentinelOne Solutions, personalize or customize your experience (based on preferences or geography, for example), send you relevant marketing**

## SENTINEL LABS, INC. PRIVACY POLICY

materials (subject to your opt-out option), for research purposes, and to generally improve the content and availability of the Site. Most of the information We collect is aggregated automatically, does not include Personal Information and includes Internet Protocol (IP) address, information about your browser and operating system, the state and country from which you access the Site, device ID, the type of computer and technical information about a user's means of connection to the Site or related portals, the Internet service providers utilized, and Site features you access while browsing the Site. We may also send you notifications via email regarding SentinelOne Services to keep you informed of any SentinelOne Services updates, support or similar information. If you would like to review your communication preferences, or amend the manner and/or frequency at which you receive information or materials from Us, you can update your information or opt-out by following the instructions contained within email communication from Us. You can also contact us at [privacy@sentinelone.com](mailto:privacy@sentinelone.com) or write to Us at the address listed at the end of this Policy.

From users who are required to login to gain access to a particular Site feature or portal, We may also collect usernames, passwords and other login credentials for the purpose of verifying user authorization to access the feature or offering. On our Site, you can sign up to receive additional information, attend a webinar, sign up to attend a live event or participate in any other offering. To receive additional information from Us, you must provide information such as your name, company name, email address, and phone number. This information is retained by Us and our third-party business partners to provide you with information, marketing materials, and updates regarding SentinelOne Services similar or related to information You have previously requested. Our third-party business partners provide SentinelOne with services that may require Us to provide them with your Personal Information. These third-party business partners are not permitted to use the information collected on our behalf except to help Us improve the Site and serve you in relation to your visit to Our Site and interest in the SentinelOne Services. SentinelOne requires all its third-party business partners with whom it shares Personal Information collected from the Site to take commercially reasonable steps and implement policies to safeguard your Personal Information. We do not sell, share or rent the Personal Information we collect from the Site to others.

The Site may offer publicly accessible blogs, community forums, comments sections, discussion forums, or other interactive features ("**Interactive Areas**"). Any information that you post in an Interactive Area might be read, collected, and used by others who access it. To request removal of your Personal Information from an Interactive Area, contact us at [privacy@sentinelone.com](mailto:privacy@sentinelone.com). In some cases, We may not be able to remove your Personal Information, in which case We will inform you of the underlying reasons. If you provide Us with feedback about SentinelOne, the Solutions, Software or Site, We consider this to be freely given and We may use your feedback without compensation or attribution to you.

## SENTINEL LABS, INC.

### PRIVACY POLICY

Our Site also includes social media features. These features may collect your IP address, which webpage you are visiting on our Site, and may set a cookie to enable the feature to function properly. Social media features are either hosted by a third-party or hosted directly on our Site. Your interactions with these features are governed by the privacy policy of the company providing it.

From time to time, We may post testimonials on the Site or associated portals that may contain Personal Information. We obtain your consent to post your name along with your testimonial. If you wish to update or delete your testimonial, you can contact us at [privacy@sentinelone.com](mailto:privacy@sentinelone.com).

SentinelOne Solutions. The SentinelOne Solutions offer a comprehensive Endpoint Protection Platform (EPP) comprising of multiple functionalities and features, including malware detection protection and remediation, comprehensive statistical analysis of Subscribers endpoints behavior, data presentation tools, security tools, endpoint controls and more. To provide Our Subscribers the most comprehensive malware detection, protection and remediation capabilities in the market, SentinelOne employs advance artificial intelligence technologies providing malware behavior analysis, enabled by comprehensive information gathering and analysis enabled by Our use of multiple data points of relevant information to reveal relationships and dependencies, and predict outcomes and behaviors so as to prevent, detect, contain, and mitigate malware attacks and identify those who initiate such malware attacks.

Most of the information that SentinelOne collects through the Solutions is not Personal Information and relates to the computing processes and the devices guarded against malware infection by the SentinelOne Services. Such information includes device or network usage, endpoint login data, types and versions of operating systems and browsers, computer name, file execution information, and information about installed software applications. Some of the data We collect may be considered Personal Information depending on the laws of the jurisdiction where it is collected, such as IP addresses and endpoint browsing history. In some cases We collect Personal Information to the extent it is included within usernames, filenames, file paths, and machine names. We also offer Our Subscribers the ability to directly provide Us or to configure the Solutions to collect files, endpoint browsing history, and other content which may constitute and/or contain Personal Information, or when submitting crash reports, to make the product more reliable. At your direction, We may also collect or retrieve files as part of our Solutions. Files, file names, file paths and machine names, for example, may contain Personal Information if such Personal Information is included in such files.

To the extent that We collect your Personal Information through our SentinelOne Solutions, We do so under the authority and direction of Our Subscribers, which often are corporate entities. SentinelOne has no direct relationship or contact with individuals whose personal information We may collect or receive from a corporate Subscriber and subsequently analyze and use. The use of information collected through Our Solutions is limited to the purpose of providing the



## SENTINEL LABS, INC.

### PRIVACY POLICY

Solutions for which Our Subscribers engage SentinelOne. We do not use any Personal Information collected through Our Solutions to contact or market products or services to these individuals. We also do not provide any Personal Information obtained through the Solutions to third-parties for the purpose of contacting individuals, or marketing products or services to these individuals. Instead, SentinelOne only uses the data it collects to provide the SentinelOne Solutions, as well as improve the SentinelOne Services, increase reliability and efficacy of the Solutions, and provide our Subscribers the best possible user experience, as more broadly described in Our more specific Solutions documentation. If you are a user of the Solutions, We will obtain the Personal Information you provide Us during the sales and/or fulfillment process. We may use such Personal information including name, phone number, mailing address, and email address to contact you and to provide you the Solutions, send you an invoice, perform accounting, auditing and collection activities, answer questions, provide support and update you about the solutions.

Our Subscribers are solely responsible for establishing policies for and ensuring compliance with all applicable laws and regulations, as well as any and all privacy policies, agreements or other obligations relating to the collection of Personal Information in connection with the use of Our Solutions by individuals with whom such Subscribers interact. We collect information under the direction of our Subscribers, and have no direct relationship with individuals whose Personal Information We process in connection with the use of Our Solutions. If you are an individual associated with one of Our Subscribers whose Personal Information was collected by SentinelOne in providing the Solutions to a SentinelOne Subscriber, and no longer wishes to be contacted as Our Subscriber's representative, please contact the relevant Subscriber with whom you work directly. In addition, an individual who seeks access, or would like to correct or delete Personal Information, should direct his/her query to the Subscriber acting as the data controller of such Personal Information. Upon receiving a request from Our Subscribers with respect to Personal Information, including requests to access, correct or delete the Personal Information, We will respond in accordance with the process detailed in this Policy. We will retain the Personal Information We process on behalf of our Subscribers for as long as needed to provide the Solutions to our Subscribers, to comply with our legal obligations, resolve disputes, and enforce our agreements.

We may share your Personal Information with third-party business partners and service providers who assist Us in conducting business and providing you with SentinelOne Services. Transfers of Personal Information to such third-party business partners for these purposes are governed by Our [Terms of Service with Subscribers subscribing to the SentinelOne Solutions and this Policy](#). SentinelOne contractually requires all its third-party business partners with whom it shares Personal Information to take commercially reasonable steps and implement policies to safeguard your Personal Information, and to not use your Personal Information for any purpose other than assist SentinelOne in serving its Subscribers. Please also note that in the

## SENTINEL LABS, INC. PRIVACY POLICY

course of interacting with you via the SentinelOne Services We may share information, including Personal Information, with any member of the SentinelOne Group.

### **Cookies and Other Tracking Technologies**

SentinelOne and its service providers use browser cookies, web beacons, tags and scripts or similar technologies to analyze trends, administer the Site, track users' movements around the Site, and gather demographic information about our user base as a whole. You may manage how your mobile device and browser handles cookies by adjusting its privacy and security settings.

We engage third party providers to serve marketing cookies that enable us to track and analyze usage, navigational and other statistical information from visitors to the Site and to display advertisements on other websites. This information does not include Personal Information though We may reassociate this information with Personal Information we have collected when it is received. Marketing cookies are also used to track the performance of our advertisements and are employed by third party advertising networks that We utilize. These advertising networks follow online activities of visitors to the Site and use this information to inform, optimize and serve tailored advertisements on the Site or on other websites they visit that We believe would most effectively promote the Service to you. We also use third parties to collect information that assists us in other methods of "remarketing" our Service to visitors to the Site, including customized email communications. One of Our third-party providers utilizes tracking cookies in serving ads. If you wish to opt out of receiving this type of marketing cookie, please click [here](#). We also engage with Google Analytics as a third-party provider for analytics cookies. Analytics cookies collect information about how You use Our Site to help us improve Our Site usage and to better understand what may interest You on Our Site. The information generated by the analytics cookie (including the IP address) is transferred and stored on a Google server located in the United States. Google uses the information on Our behalf to evaluate how the Site is used, create reports about the activities on the website, and to perform additional services regarding website and internet utilization. Further information concerning the terms and conditions of use and data privacy can be found [here](#) or [here](#).

You can generally accept or decline the use of cookies through a functionality built into your web browser. To learn more how to control cookie settings through your browser:

Click [here](#) to learn more about the "Private Browsing" setting and cookie setting in FireFox;

Click [here](#) to learn more about "Incognito" and cookie setting in Chrome;

Click [here](#) to learn more about "InPrivate" and cookie setting in Internet Explorer; or

Click [here](#) to learn more about "Private Browsing" and cookie setting in Safari.

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You can prevent the collection and processing of analytics cookies via Google by downloading and installing the browser-plugin available under [this link](#). You can refuse the use of Google Analytics by clicking on [this link](#). An opt-out cookie will be set on the device, which prevents the future collection of your data when visiting the Site.

If you want to learn more about cookies, or how to control or delete them, please visit <http://www.aboutcookies.org> for detailed guidance. In addition, certain third party advertising networks, including Google, permit users to opt out of or customize preferences associated with your internet browsing. To learn more about this feature from Google, click [here](#). Please note that if you do elect to disable your web browser's ability to accept cookies, you may not be able to access or take advantage of many features of the Service.

We and our third-party partners also use Local Storage (HTML5) to provide certain features on Our Site and related portal, to display advertising based on Your browsing activities and to store content and preferences. Various web browsers may offer their own management tools for [removing HTML5](#). If you wish to not have this information used for the purpose of serving you interest-based ads, You may clear Your browsers' HTML5 storage. If you are located in the European Union, click [here](#) to opt out of such HTML5 use. Please note this does not opt you out of being served ads, and you will continue to receive generic ads.

Mobile devices and browsers are different, so refer to instructions related to your device and browser to learn about cookie-related and other privacy and security settings that may be available. You can control the use of cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on our website or service.

We do not currently respond to web browsers' "Do Not Track" signals that provide a method to opt out of the collection information about visitors' activities on the Site and SentinelOne Services, and across other websites. If we do so in the future, we will provide all relevant information in this Privacy Policy.

As is true with most websites and services delivered over the Internet, SentinelOne gathers certain information automatically and stores it in log files. This information includes IP addresses as well as browser, internet service provider, referring/exit pages, operating system, date/time stamp, and click stream data. We may connect Personal Information to information gathered in our log files, as necessary to improve the Service for individual Subscribers. Otherwise, We generally use this information to analyze trends, administer and maintain the Solutions, or track usage of various features within the Service.

### Third-Party Links

## SENTINEL LABS, INC.

### PRIVACY POLICY

The Site and other SentinelOne Services may include links and/or may allow you to link the Solutions to third-party sites, products or services. Please note that your access to and use of these third-party sites, products or services may result in the collection of or sharing of your information, including Personal Information. These third-parties have separate and independent privacy policies, and We are not responsible or liable for your interactions with such third-parties (as further described in Our [Terms of Service](#)). **The option to link to such third-party sites, products or services from any SentinelOne Services is not an endorsement or representation regarding any third-party sites, products or services, and We encourage you to review and understand such third-parties privacy policies.**

#### **Outside Parties; Disclosure of Information**

Except as provided in this Policy, We do not lease, rent, or otherwise transfer your Personal Information to third parties. In certain situations, We may be required to disclose Personal Information in response to lawful requests by competent authorities, including to meet law enforcement requirements. We may disclose Personal Information in response to lawful subpoenas, court orders or similar legal process, or to establish or exercise our legal rights or defend against legal claims. We may also share such information if we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threat to the physical safety of any person, violations of our [Terms of Service](#), or as otherwise required by law. **In addition, We provide information regarding Our business to our auditors and legal counsel and, in some cases, that information may contain Personal Information, however such information may only be used for the purpose of providing Us their professional services.**

#### **Security**

The security of Our Subscribers data, including your Personal Information, is not only important to Us, it is Our mission! We have adopted a range of administrative, physical and technical security measures based on leading information security standards, to ensure that Our practices in processing and storing Subscribers data protect against unauthorized access, alteration, disclosure or destruction of Subscriber data and your Personal Information. We follow rigorous security standards to ensure excellent protection of Subscribers data and the Personal Information collected and submitted to us, both during transmission and once we receive it. To ensure that we continuously follow and improve our information security practices, we have certified our practices under ISO27001, a leading information security standard, with a first tier third party audit firm. More information about our Information Security Program can be found [here](#). **Please contact Us at [privacy@sentinelone.com](mailto:privacy@sentinelone.com) with questions about the security of your Personal Information collected through Our Solutions or Site.**

# SENTINEL LABS, INC.

## PRIVACY POLICY

### International Transfer of Information Collected

SentinelOne is a U.S.-based, global company. We store Personal Information about Site Visitors and Subscribers in various regions where Our Subscribers are located, primarily within the European Economic Area (the “EEA”) and the United States. To facilitate Our global operations, We may transfer and access such Personal Information from around the world, including from other countries in which the SentinelOne Group has operations for the purposes described in this Policy. We may also transfer your Personal Information to Our third party subprocessors, who may be located in a different country to you.

### Privacy Shield Frameworks

SentinelOne complies with the principles of the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework (“**Privacy Shield Frameworks**”) as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Information transferred from the European Union and Switzerland to the United States. SentinelOne has certified to the Department of Commerce that it adheres to the Privacy Shield Principles, and the Federal Trade Commission (FTC) has jurisdiction over SentinelOne’s compliance with the Privacy Shield Principles of notice, access, choice, onward transfer, security, data integrity, access and enforcement (“**Principles**”). If there is any conflict between the terms in this Policy and the Principles, the Principles shall govern. To learn more about the Privacy Shield Framework please visit <https://www.privacyshield.gov/>, and to view Our Privacy Shield certification, please visit <https://www.privacyshield.gov/list>. SentinelOne is responsible for the processing of Personal Information it receives under the Privacy Shield Framework and subsequently transfers to a third-party acting as an agent on its behalf. In certain situations, We may be required to disclose Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the Privacy Shield Principles, SentinelOne commits to resolve complaints about Our collection or use of your Personal Information. EU and Swiss individuals with inquiries or complaints regarding our Privacy Shield policy should first contact SentinelOne at: Sentinel Labs, Inc. (Attn: Legal Department) 605 Fairchild Drive, Mountain View, CA 94043, United States or by email to [privacy@sentinelone.com](mailto:privacy@sentinelone.com). SentinelOne has further committed to refer unresolved Privacy Shield complaints to the Judicial Arbitration and Mediation Services, Inc. (JAMS), an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from Us, or if We have not addressed your complaint to your satisfaction, please contact or visit <https://www.jamsadr.com/eu-us-privacy-shield> for more information or to file a complaint. The services of JAMS are provided at no cost to you.

## SENTINEL LABS, INC. PRIVACY POLICY

It is possible, that under certain conditions, it may be possible for you to invoke a binding arbitration for complaints regarding Privacy Shield compliance not resolved by the other Privacy Shield mechanisms detailed above. For additional information about your right to invoke binding arbitration, please visit: <https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint>.

### **GDPR**

As a leading information security company, we are passionate about our Subscribers security and privacy. In accordance with the EEA's General Data Protection Regulation ("GDPR"), SentinelOne has implemented various organizational and technological measures to ensure its compliance with all GDPR requirements relevant to its collection of EEA citizens' Personal Data, including those relating to security, access, ratification, erasure, portability, onwards transfer to subprocessors, and export of Personal Information. Accordingly, SentinelOne has implemented extensive technical and organizational measures to secure the Personal Information it processes; only uses the services of subprocessors who guarantee their ability to implement the technical and organizational requirements of GDPR; has appropriate Data Protection Agreements ("DPA") with each such subcontractors; timely responds to requests from data subjects to correct, amend, delete or not share Personal Information; is committed to providing breach notifications to relevant supervisory authorities and data subjects in accordance with GDPR timeframes; performs periodical risk assessments with regard to its processing activities of Personal Information; and has appointed a Data Protection Officer (DPO) to address all GDPR related inquiries. If You have any questions regarding SentinelOne's GDPR practice, You can contact SentinelOne's DPO at: Sentinel Labs, Inc. (Attn: Data Protection Officer) 605 Fairchild Drive, Mountain View, CA 94043, United States or by email to [privacy@sentinelone.com](mailto:privacy@sentinelone.com).

### **Correcting, Updating and Removing Your Information**

Upon request, We will provide you with information about whether We hold, or process on behalf of a third party, any of your Personal Information. To request this information please contact us at [privacy@sentinelone.com](mailto:privacy@sentinelone.com). Subscribers of our Solutions may update or change their account information by editing their profile or organization record or by contacting [support@sentinelone.com](mailto:support@sentinelone.com) for more detailed instructions. To make a request to have Personal Information maintained by us returned to you or removed, please email Us at [privacy@sentinelone.com](mailto:privacy@sentinelone.com). Requests to access, change, or remove your information will be handled within 30 days.

If you are a SentinelOne Subscriber or otherwise provide Us with Personal Information in connection with your use of Our Site, We will delete this information upon your request, provided that, notwithstanding such request, such Personal Information may be retained for as

## SENTINEL LABS, INC. PRIVACY POLICY

long as you maintain an account for Our Solutions, or as needed to provide you the Solutions, comply with our legal obligations, resolve disputes and enforce our agreements.

An individual who seeks access to, or who seeks to correct, amend, or delete inaccuracies in their Personal Information stored or processed by Us on behalf of a SentinelOne Subscriber, should direct his/her query to the Subscriber (who is the data controller as related to SentinelOne acting as the data processor of such Personal Information on behalf of such Subscriber and data controller). Upon receipt of a request from one of our Subscribers for Us to remove the data, We will respond to their request within 30 days. We will retain Personal Information that we store and process on behalf of our Subscribers for as long as needed to provide the Solutions to our Subscribers, subject to their requests for Personal Information removal. In some cases We may also retain and use Personal Information as necessary to comply with our legal obligations, resolve disputes, and enforce Our agreements.

### **Children's Personal Information**

We do not knowingly collect any Personal Information from children under the age of 13, and the Solutions are directed to people who are at least 13 years old. If you are under the age of 13, please do not submit any Personal Information through Our Site or Solutions. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce this Policy by instructing their children never to provide Personal Information through the Site or Solutions without their permission. If you have reason to believe that a child under the age of 13 has provided personal information to us through the Site or Solutions, please contact Us at [privacy@sentinelone.com](mailto:privacy@sentinelone.com). We will use commercially reasonable efforts to delete such Personal Information.

### **Additional Terms and Conditions**

This Policy applies only to information collected through Our Site or by the use of our Solutions, and not to information collected offline. Your download and use of our Software may be subject to additional terms and conditions that define your rights, as well as Our rights, with respect to the Software and its use. Such additional terms and conditions are contained in Our [Terms of Service](#), [Our Software Evaluation License Agreement](#) or other agreements that you may be required to accept prior to using certain SentinelOne Services.

### **Business Transactions**

We may assign or transfer this Policy, as well as your account and related information and data, including any personal information, to any person or entity that acquires all or substantially all of Our business, stock or assets, or with whom We merge.

### **Notice to California Residents**



## SENTINEL LABS, INC. PRIVACY POLICY

If you are a California resident, California Civil Code Section 1798.83 permits you to request and obtain from Us, once per year, information regarding the disclosure of your Personal Information by SentinelOne to third parties for such third parties' direct marketing purposes. With respect to these entities, this Policy applies only to their activities within the State of California. If you are a California resident and would like to request this information, please send an email to [privacy@sentinelone.com](mailto:privacy@sentinelone.com) or write to Us at the address below.

### **Changes to This Policy**

If there are any material changes to this Policy, you will be notified by our posting of a prominent notice on the Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices. Your continued use of the Site and other SentinelOne Services constitutes your agreement to be bound by such changes to this Policy. If you do not accept the terms of this Policy, your only remedy is to discontinue use of the Site or Solutions.

### **Contact Us**

If you have questions regarding this Policy or about Our privacy practices, please contact us by email at [privacy@sentinelone.com](mailto:privacy@sentinelone.com) or at:

SentinelOne's United States Representative:

Sentinel Labs, Inc.,

Attn: General Counsel

605 Fairchild Drive, Mountain View, CA 94043, United States

SentinelOne's European Representative:

Sentinel Labs, LTD,

Attn: Efraim Harari, Director

Carrick House Lypiatt Rd, Cheltenham GL50 2QJ, UK

### **English Version Controls**

Non-English translations of this Policy are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.



9000 Foothills Blvd, Roseville CA 95747 916-338-7070 FAX 916-344-5957

## Q U O T A T I O N

Customer: DJUSD  
Attention: Bob Kehr  
Phone: \_\_\_\_\_  
Quote #: SentinelOne  
NGAV Licensing - 3YR

Date: 10/25/19  
From: **Andrew Samms**  
Office: 916-338-7070  
Fax: 916-344-5957  
[Andrew\\_Samms@QuestSys.com](mailto:Andrew_Samms@QuestSys.com)

Please Issue PO to:  
Quest  
5822 Roseville Road  
Sacramento CA 95842

Tax	Part #	Description	Qty	List. Price	Disc. Price	Monthly Cost
		<u>SentinelOne Subscription Services</u>				
NO	S1-SUB-3YR	SentinelOne: Endpoint Protection Platform - Complete Capabilities, Professional (Standard 9x5, email/web) Support Plan, Platform Updates and Upgrades - 3 YEAR SUBSCRIPTION	1,400	\$126.00	\$33.75	47,250.00
NO	VG-DPLY-SVCS-3M	VIGILANCE Deploy Services - 3 MONTHS	1,400	\$9.00	\$1.94	2,716.00

Quotation is based only on information indicated. No other products or services are implied. It is the purchaser's responsibility to verify all information contained herein. Prices, availability are subject to change without notice. This quoted price includes a 3.5% discount for payment made in cash or check, not involving the use of a credit card. Payment made by credit card will waive this discount. Quotes good for 30 days from date of quote.

- \* Quest is a trademark of Quest Media and Supplies, Inc.

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TAX AND SHIPPING IS NOT INCLUDED UNLESS IT IS SPECIFICALLY INDICATED.

**SUBTOTAL:** \$49,966.00

**TAX:** N/A

**SHIPPING:**

**TOTAL:** \$49,966.00