



SENTINELONE MASTER SUBSCRIPTION AGREEMENT

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

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

1. Definitions

- 1.1. “**Affiliate(s)**” means any entity that directly, or indirectly through intermediaries, controls, is controlled by, or is under common control with a Party. The license granted to Customer herein includes the right to use the Solutions as stated in the applicable Solutions Addendum for Customer’s Affiliates, provided that Customer agrees to remain fully responsible and liable under this MSA for Customer’s Affiliates’ use of the Solutions.
- 1.2. “**Confidential Information**” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) concerning or related to this MSA or the Disclosing Party that is marked as confidential or proprietary, or that the Receiving Party knows or reasonably should know is confidential information of the Disclosing Party given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party. Confidential Information includes, but is not limited to, this MSA, proprietary and/or non-public technical, business, commercial, financial and/or legal information, such as, without limitation, any and all Solutions information generally shared with Customer and as specifically related to Customer, Solutions Information gained by Customer through use of the Solutions, business plans, product information, pricing, financial plans, know how, Customer information, strategies, and other similar information.
- 1.3. “**Current Release**” means the most recent release of the Solutions.
- 1.4. “**Customer Data**” means all data and information associated with Customer, which is uploaded to, collected, processed, generated, and/or stored within the Solutions by Customer or through Customer’s use of the Solutions or provided in support tickets, but excluding System Data.
- 1.5. “**Documentation**” means SentinelOne’s then-current published documentation such as technical user guides, installation instructions, articles or similar documentation specifying the functionalities of the Solutions and made available by SentinelOne to Customer as specified in the applicable Solutions Addendum.
- 1.6. “**Enhancements**” means any updates, patches, bug fixes and versions to the Solutions made by SentinelOne and provided to Customer.
- 1.7. “**Evaluation**” means for the limited purpose of accessing and installing the Solutions for internal evaluation by Customer who is considering purchase of Solutions but without any obligation to enter into any further agreement.
- 1.8. “**Intellectual Property Rights**” means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.
- 1.9. “**Purchase Order**” means a document agreed to in writing and executed among Customer and a Partner that references a Quote covering Customer’s subscription to the specified Solutions or an Evaluation offering.

- 1.10. **“Partner”** means an authorized SentinelOne partner such as a reseller.
- 1.11. **“Personal Data”** means any Customer Data that relates to an identified or identifiable natural person or household.
- 1.12. **“Public Sector Addendum”** means the Solutions Addendum that applies to Public Sector Customers (as defined in the Public Sector Addendum).
- 1.13. **“Quote”** means a quote from SentinelOne for the Solutions, SentinelOne Services, and/or other SentinelOne Services.
- 1.14. **“Restrictions”** means the restrictions to Customer’s license to use Solutions as stated in the License Restrictions section in the applicable Solutions Addendums.
- 1.15. **“SentinelOne”** means SentinelOne, Inc. and its Affiliates.
- 1.16. **“Site”** means SentinelOne’s website at www.sentinelone.com or as defined in the relevant Solutions Addendum.
- 1.17. **“Solution(s)”** means the products and services offered by SentinelOne.
- 1.18. **“Solutions Addendum”** means the addendum specific to the Solutions that Customer subscribes to under a Purchase Order, and, where applicable, the Public Sector Addendum.
- 1.19. **“Special Information”** means sensitive Personal Data or other information requiring additional protections under applicable laws.
- 1.20. **“Subscription Term”** means the license term of the Solutions as specified in a Purchase Order.
- 1.21. **“System Data”** means deidentified data derived from the Solutions including without limitation, aggregate statistics, use, performance and bug reports, any threat or potential threat detections collected by the Solutions and/or system behavioral information (including without limitation correlative and/or contextual data) and other information about Customer’s use of Solutions as generated by the Solutions.
- 1.22. **“Third Party Products”** means third party products, applications, services, software, networks or other systems or information sources that link to the Solutions through SentinelOne’s open APIs.
- 1.23. **“Third Party Service”** means a third party that manages the installation, onboarding and/or operation of the Solutions on Customer’s behalf.

2. Use of the Solutions.

- 2.1. **License.** Customer’s right to use Solutions is limited to the specific Solutions it subscribed to under a Purchase Order and subject to the applicable license section of the applicable Solutions Addendum. Subject to the terms of this MSA, Customer hereby grants to SentinelOne a non-exclusive, non-transferable, worldwide, royalty-free right during an active Subscription Term (as defined below in Section 11.1) to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the applicable Solutions to Customer.
- 2.2. **Documentation.** All use of the Solutions shall be in accordance with the then-current Documentation.
- 2.3. **Third Party Products.** If Customer decides to enable, access or use Other Services, including Third Party Products that integrate directly to Customer’s instance of the Solutions, be advised that SentinelOne does not warrant, and this MSA does not cover, such Third Party Products even if SentinelOne resells them or designates them as certified, approved, recommended or are otherwise provided by a third party that is a member of a SentinelOne partner program. Customer’s access and use of such Third Party Products is governed by the terms of such Third Party Products, and SentinelOne does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third Party Products, including, without limitation, their content or the manner in which they handle data or any interaction between Customer and the provider of such Third Party Products, or any damage or loss caused or alleged to be caused by or in connection with Customer’s enablement, access or use of any such Third Party Products. Customer may be required to register for or log into such Third Party Products on their respective websites. By enabling any Third Party Products, Customer expressly permits SentinelOne to

disclose Customer's Login as well as Customer Data to such Third Party Products as necessary to facilitate Customer's enablement and use of such Third Party Products.

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

3. Evaluations; Early Adoption and Beta Use.

- 3.1. Evaluation Offering.** If Customer receives the Solutions for evaluation purposes, then Customer may use the Solutions for Customer's 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 in writing by SentinelOne.
- 3.2. Evaluation License and Restrictions.** In addition to the license scope detailed elsewhere in this MSA, during Evaluation, Customer: (i) during the Evaluation Period Customer may access, install and use Solutions pursuant to the applicable Documentation, solely as agreed to in writing between Parties (ii) shall comply with the Restrictions); and (iii) shall uninstall any portion of the Solutions residing on Customer's systems after the Evaluation Period and confirm to SentinelOne in writing (email accepted) of such deletion and uninstallation. If the Evaluation offering is a subscription, Customer understands that SentinelOne may disable access to the subscription automatically at the end of the Evaluation Period, without notice to Customer. During and following the Evaluation Period, the Parties shall discuss Evaluation results in good faith.
- 3.3. Early Adoption or Beta Use.** If Customer is invited to and agrees to participate in SentinelOne's Early Adoption Program or Beta Program, Customer acknowledges that Early Adoption or Beta versions of the Solutions are prerelease versions of the Solutions and as such may contain errors, bugs, or other defects. Accordingly, Customer's use and testing of the Early Adoption and/or Beta versions of the Solutions is subject to the disclaimers stated in Section 3.4 (DISCLAIMER OF WARRANTIES AND LIABILITY). Additionally, Customer's use of Early Adoption and/or Beta versions of the Solutions is subject to SentinelOne's sole discretion as to length and scope of use, updates and support of such Early Adoption or Beta versions of the Solutions.
- 3.4. DISCLAIMER OF WARRANTIES AND LIABILITY.** DURING EVALUATION, OR EARLY ADOPTION OR BETA USE OF THE SOLUTIONS, THE 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. CUSTOMER ASSUMES ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOLUTIONS AND ACKNOWLEDGES THAT THE USE OF THE SOLUTIONS, TO THE EXTENT APPLICABLE, MUST BE MADE IN STRICT CONFORMANCE WITH SENTINELONE'S INSTRUCTIONS. WITHOUT 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, SENTINELONE SHALL HAVE NO LIABILITY TO CUSTOMER 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 CUSTOMER 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 (CONFIDENTIALITY) HEREIN.

4. Ownership and Reservation of Rights.

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

5. Billing, Plan Modifications and Payments.

- 5.1. Fees.** The fees for the Solutions shall be set forth in one or more valid Purchase Orders ("**Fees**"). All Fees are due payable to the applicable Partner as detailed in the applicable valid Purchase Order. If Customer's payment of Fees is past due or delinquent to the Partner and Customer fails to pay the Fees after receipt of SentinelOne's notice to Customer of such delinquency, then such nonpayment will be considered a material breach by Customer of this MSA and, in addition to SentinelOne's other remedies, SentinelOne may suspend Customer's access to the Solutions. No refunds or credits for paid Fees will be issued to Customer, except as stated otherwise in Section 11.3 (Effects of Termination).
- 5.2. Subscription Increase.** Subject to availability, if Customer's usage of the Solutions exceeds the usage purchased under an Existing Purchase Order (a "**True-Up**"), SentinelOne has the right to invoice the applicable Partner for the incremental Fees associated with such True-Up on (a) a pro rata basis at the price per unit specified in the Existing Purchase Order for the remaining period of such Subscription Term and/or (b) the overages for usage for the relevant period at the price per unit specified in the Existing Purchase Order. No refunds or credits for paid Fees will be issued to Customer, except as stated otherwise in Section 11.3 (Effects of Termination). "**Existing Purchase Order**" means the Purchase Order for the current Subscription Term.
- 5.3. Taxes.** The Parties agree that neither shall have any tax obligations towards the other and all tax matters are handled between each Party and the Partner. The foregoing shall apply with applicable changes to Purchase Orders among Customer and a Partner specifying different terms for late payments, tax liability, or indemnification obligations relating to such tax liability.

6. Privacy and Security.

- 6.1. Processing Limitations and Security Obligation.** In providing Customer the Solutions, SentinelOne will (i) store, process and access Customer Data only to the extent reasonably necessary to provide Customer the Solutions and to create System Data to improve the Solutions; and (ii) implement and maintain commercially reasonable technical, physical and organizational measures to protect the security, confidentiality and integrity of Customer Data hosted by SentinelOne or SentinelOne's authorized third party service providers from unauthorized access, use, alteration or disclosure.

6.2. **Data Privacy.** To the extent Customer Data includes Personal Data, SentinelOne will process Personal Data in accordance with the DPA in compliance with applicable laws. The Parties agree that the terms of the Data Protection Addendum (“DPA”) found at <https://www.sentinelone.com/legal/sentinelone-data-processing-addendum/> shall apply to SentinelOne’s processing of such Personal Information. Any upload of Special Information shall be governed by the terms of the Data Protection Addendum. In the event that Customer intends to upload or access any Special Information, Customer shall evaluate whether the technical and organizational measures described in the DPA are sufficient to protect Special Information and Customer shall not upload any Special Information to the Solutions if Customer determines that such technical and organizational measures are insufficient to protect such Special Information in accordance with applicable laws.

7. Confidentiality.

7.1. **Obligations.** The Receiving Party will maintain in confidence, during the term of this MSA and for three (3) years following the effective date of termination of this MSA, the Confidential Information, and will not use such Confidential Information except as expressly permitted in this MSA (provided that Confidential Information defined as a trade secret under any applicable law shall be maintained in confidence so long as it retains its confidentiality status under such laws). The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party’s obligations under this MSA, 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 this MSA, 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 7.1. Provided, however, that each Party may disclose the terms and conditions of this MSA: (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 this MSA or rights under this MSA; or (iv) in connection with an actual or proposed merger, acquisition, or similar transaction.

7.2. **Exceptions.** Confidential Information will not include information that: (i) is in or enters the public domain without breach of this MSA through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently, and without use of or reference to, the Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of such third party’s nondisclosure obligation. In addition, the Receiving Party may disclose Confidential Information that is required to disclose by law, or by a subpoena or order issued by a court of competent jurisdiction (each, a “Court Order”), and where such Court 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 Court 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 7.2, Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

7.3. **Remedies.** The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information will result in irreparable injury to the Disclosing Party, 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 this MSA; (iii) the person signing this MSA on its behalf has been duly authorized and empowered to enter into this MSA; (iv) this MSA is valid, binding and enforceable against it in accordance with its terms; (v) it shall deliver (as to SentinelOne) and operate (as to Customer) the Solutions in material conformity with the Documentation and the terms herein; and (vi) it will perform its obligations under this MSA in accordance with applicable federal or state laws or regulations. To the extent Customer Data is uploaded by Customer to the Solutions (“**Uploaded Data**”), which includes but is not limited to where Customer has enabled an integration to send Customer Data to SentinelOne (as opposed to data collected by SentinelOne in provision of Solutions), the Customer warrants that it has sufficient rights to upload the Uploaded Data, and that the Uploaded Data does not infringe on the intellectual, publicity, privacy or other right of a third party, violate any applicable law or contain obscenity, defamation or content in violation of consumer and child protection laws.
- 8.2. **Conformity with Documentation.** SentinelOne warrants that at any point in time during Customer’s Subscription Term, the Current Release will substantially conform in all material respects with the Documentation. 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 Customer with an error-correction or workaround to the reported non-conformity; (ii) to replace the non-conforming portions of the Solutions with conforming items; or (iii) if SentinelOne reasonably determines it cannot provide such remedies within a reasonable period of time, to terminate this MSA and refund applicable Fees pursuant to Section 11.3 (Effects of Termination). The above warranty will not apply: (a) if the Solutions are not used in compliance with the Documentation; (b) if any unauthorized modifications are made to the Solutions by Customer or any third party; (c) to use of releases of the Solutions that are not the Current Release or the Solutions released immediately preceding the Current Release; (d) to defects due to accident, abuse or improper use by Customer; or (e) to Evaluation or Early Adoption use of the Solutions.
- 8.3. **Disclaimer.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 8, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THIS MSA AND THE 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. SENTINELONE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, DETECT, OR IDENTIFY ALL THREATS, CONFIGURATION ERRORS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, RESTORE CONTROL OF SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD SENTINELONE RESPONSIBLE FOR SUCH OR ANY CONSEQUENCES THEREOF. REPORTS GENERATED THROUGH CUSTOMER’S USE OF THE SOLUTIONS ARE PROVIDED AS-IS.

9. Indemnification Obligations.

- 9.1. **Infringement Indemnity.** SentinelOne will indemnify Customer and Customer’s directors, officers, employees, contractors, agents, or other authorized representatives (“**Customer Indemnitees**”) from and against any and all third-party claims, suits, actions or proceedings (each a “**Claim**”) alleging that Customer’s use of the Solutions infringes or misappropriates a third party’s valid Intellectual Property Right. SentinelOne’s sole indemnification obligations under this Section 9.1 shall be that SentinelOne will, at its expense, defend any such Claim by reason of Customer’s use of the Solutions as permitted hereunder, and pay damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses,

costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) finally awarded by a court of competent jurisdiction or included in a settlement approved by SentinelOne. In the event of a Claim pursuant to this Section 9.1, SentinelOne may, at SentinelOne's option and at SentinelOne's expense: (i) obtain for Customer, the right to continue to exercise the license granted to Customer under this MSA; (ii) substitute the allegedly infringing component for an equivalent non-infringing component; or (iii) modify the Solutions to make them non-infringing. If (i), (ii), or (iii) is not obtainable on commercially reasonable terms, SentinelOne may terminate this MSA, after providing Customer a reasonable time (no less than 30 days) to transition to an alternative solution, unless SentinelOne determines in its reasonable discretion that such use of the Solutions will likely result in infringement and in such case may terminate this MSA effective immediately with concurrent written notice to Customer. In the event of a termination of this MSA 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 this MSA. SentinelOne's indemnification obligations do not extend to Claims arising from or relating to: (a) any negligent or willful misconduct of any Customer Indemnitees; (b) any combination of the Solutions (or any portion thereof) by any Customer Indemnitees or any third party with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination, unless such combination is the customary, ordinary, and intended use of the Solutions; (c) any modification to the Solutions by any Customer Indemnitees or any third party where the infringement would not have occurred but for such modification; (d) the use of the Solutions by any Customer Indemnitees or any third party in a manner contrary to the terms of this MSA 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: (a) Customer's use of the Solutions in breach of this MSA; (b) Customer's use of any third party IP; (c) breach or alleged breach of Customer's obligations under Sections 2.3 (Third Party Products), 2.4 (Third Party Service) or the Restrictions; or (d) the failure of Customer's administrators of Customer's 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.

10.1. SUBJECT TO ANY SPECIFIC LIMITATIONS ON LIABILITY STATED IN THIS SECTION 10, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS MSA EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SENTINELONE (OR THE APPLICABLE PARTNER) FOR 6 MONTHS SUBSCRIPTION FEES AT THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES.

10.2. SENTINELONE'S TOTAL AGGREGATE LIABILITY FOR BREACH OF SECTION 6 (PRIVACY AND SECURITY) BY SENTINELONE OR SENTINELONE'S LIABILITY RELATING TO

CUSTOMER DATA, SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SENTINELONE (OR THE APPLICABLE PARTNER) FOR 12 MONTHS SUBSCRIPTION FEES EFFECTIVE AT THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES.

- 10.3. THE LIMITATIONS ON LIABILITY IN SECTIONS 10.1 AND 10.2 SHALL NOT APPLY TO BREACHES OF THE RESTRICTIONS, SECTION 7 (CONFIDENTIALITY) (EXCLUDING SENTINELONE'S LIABILITY RELATING TO CUSTOMER DATA) OR TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 9.1 AND 9.2.
- 10.4. 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 THIS MSA, 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 THIS MSA IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Term, Termination and Effect of Termination.

- 11.1. **Term.** The term of this MSA will begin on the Effective Date and continue until all active Subscription Terms have expired or until earlier terminated pursuant to the terms of this MSA. Customer's subscription to any Solutions shall be as stated in the first Purchase Order for such Solutions (the "**Initial Subscription Term**"), and thereafter the Solutions subscription shall renew for additional successive periods identical in length to the Initial Subscription Term ("**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. This MSA and all Solutions Addendums or a specific Solutions Addendum and its corresponding Subscription Term may also (i) be terminated in accordance with Section 11.2 below; or (ii) be terminated by SentinelOne in accordance with Section 9.1 (Infringement Indemnity).
- 11.2. **Termination.** In addition to SentinelOne's right to terminate this MSA and all Solutions Addendums or the applicable Solutions Addendum and its corresponding Subscription Term pursuant to Section 9.1 (Infringement Indemnity), either Party may terminate this MSA and all Solutions Addendums or the applicable Solutions Addendum and its corresponding Subscription Term, for cause, if the other Party: (i) materially breaches this MSA (including an applicable Solutions Addendum) and does not cure such breach within thirty (30) days after its receipt of written notice of such breach; or (ii) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. Additionally, SentinelOne may terminate this MSA and all Solutions Addendums or a specific Solutions Addendum and its corresponding Subscription Term immediately for cause by providing concurrent notice to Customer if SentinelOne believes that Customer is using the Solutions in any unauthorized manner likely to cause harm to SentinelOne, the Solutions or a third party.
- 11.3. **Effects of Termination.** Upon any termination or expiration of this MSA and/or Solutions Addendum: (i) all rights and licenses granted to Customer under this MSA and any applicable Solutions Addendum(s) will immediately terminate; (ii) all of SentinelOne's obligations under this MSA and any applicable Solutions Addendum(s) (including, SentinelOne's performance of the Singularity Support) will immediately cease; (iii) there will be no refund for any pre-paid and unused Fees as of the termination date (except where Customer terminates this MSA under Section 11.2 (Termination) due to SentinelOne's material breach or where SentinelOne terminates this MSA under Sections 8.2 (Conformity with Documentation) or 9.1 (Infringement Indemnity) herein, in which case any refunds shall be on a pro-rata basis for any remaining unused portion of a subscription left after such termination), and Customer will immediately pay SentinelOne any Fees due and payable under this MSA as of the termination date; (iv) upon receiving a written request from the Disclosing Party, the Receiving Party will promptly return to

the Disclosing Party all Confidential Information of the Disclosing Party then in its possession or destroy all copies of such Confidential Information, at the Disclosing Party's sole discretion and direction; (v) Customer will immediately cease all use of the Solutions and destroy and/or permanently delete all copies of any components of the Solutions in Customer's possession and (vi) Customer will uninstall the Solutions within thirty (30) days after termination of this MSA or any applicable Solutions Addendum(s) and, upon SentinelOne's request, provide written confirmation of such uninstallation. SentinelOne reserves the right to investigate suspected violations of Customer's obligations under Sections 11.3(v) and 11.3(vi) herein. Customer will immediately confirm, in writing, that it has complied with these Sections 11.3(v) and 11.3(vi) at SentinelOne's request. Notwithstanding any terms to the contrary in this MSA, the Restrictions and Sections 4 (Ownership and Reservation of Rights), 6 (Privacy and Security), 7 (Confidentiality), 9 (Indemnification Obligations), 10 (Limitation of Liability), 11.3(Effects of Termination) and 12 (General Provisions) will survive any termination of this MSA.

12. General Provisions.

- 12.1. Entire Agreement.** This MSA, together with all exhibits attached thereto (all of which are incorporated herein by reference), set forth the entire agreement and understanding of the Parties relating to Customer's subscription to the Solutions, and the Parties herein expressly agree that this MSA supersedes all prior or contemporaneous potentially or actually conflicting terms in agreements, proposals, negotiations, conversations, discussions and/or understandings, whether written or oral, with respect to such subject matter and all past dealing or industry customs (including without limitation any nondisclosure agreement among the Parties relating to any prior use of the Solutions, any Quote or Purchase Order and/or another agreement among the Parties in connection with Customer's consideration and/or evaluation of the Solutions), excluding only any written agreement executed by SentinelOne, expressly referencing this MSA and only to the extent expressly superseding specific terms in this MSA. In the event of conflict, the terms in the applicable Solutions Addendum(s) shall supersede and take precedence over the terms in this MSA.
- 12.2. Independent Contractors.** Neither Party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other Party, and the relationship between the Parties will only be that of independent contractors. Neither Party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.
- 12.3. Governing Law and Venue.** This MSA 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 this MSA. Prior to the filing or initiation of any action or proceeding relating to this MSA, 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 this MSA, the prevailing Party to such proceeding is entitled to reasonable attorneys' fees and costs for claims arising out of this MSA.
- 12.4. Publicity.** Customer agrees that SentinelOne may reference and use Customer's name and trademarks in SentinelOne marketing and promotional materials, including, but not limited to, the Site, solely for purposes of identifying Customer as SentinelOne's customer. Otherwise, neither Party may use the trade names, trademarks, service marks, or logos of the other Party without the express written consent of the other Party.
- 12.5. Assignment.** Neither this MSA nor any right or duty under this MSA may be transferred, assigned or delegated by a Party, by operation of law or otherwise, without the prior written consent of the other Party and such consent shall not be unreasonably delayed or withheld. Any attempted transfer, assignment or delegation without such consent will be void and without effect. Notwithstanding the foregoing, each Party may assign this MSA to a successor of substantially all of its business or assets, whether by merger, sale of assets, sale of stock, sale of control, reorganization or otherwise, with written notice to the other Party, provided that such successor in interest agrees in writing to assume all of the assigning Party's obligations under this MSA. Subject to the foregoing, this MSA 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 SentinelOne may provide or make available to Customer for use by Customer's users are subject to U.S. export control and economic sanctions laws including the Export Administration Regulations and trade and economic sanctions imposed by Office of Foreign Asset Control ("OFAC"). Customer agrees not to violate such laws and regulations as they relate to Customer's access to and use of the Solutions. Customer shall not access or use the Solutions if Customer is located in any jurisdiction in which the provision of the Solutions is prohibited under U.S. or other applicable laws or regulations, currently Cuba, Iran, North Korea, Syria, and the Crimea region of the Ukraine (a "**Prohibited Jurisdiction**"), and Customer agrees not to permit access to the Solutions to any government, entity or individual located in any Prohibited Jurisdiction, by any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC ("Prohibited Person"), or otherwise in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions. Customer agrees to comply with all applicable laws regarding the transmission of technology exported from the U.S. and the country in which Customer and users are located. Customer represents that, to the best of Customer's knowledge, neither Customer nor any of Customer's Affiliates is an entity that (a) is, or is directly or indirectly owned or controlled by, any person or entity currently included on the Specially Designated Nationals and Blocked Persons List, or the Consolidated Sanctions List maintained by OFAC, (b) is, or is directly or indirectly owned or controlled by, any Prohibited Jurisdiction.
- 12.7. Amendments and Waivers.** No modification, addition or deletion, or waiver of any rights under this MSA will be binding on a Party unless made in a written agreement executed by a duly authorized representative of each Party; provided that the foregoing shall not preclude the binding effect of any modifications to the MSA by SentinelOne which solely reflect newly added Other SentinelOne Products and Services, or modifications which augment Customer's rights under this MSA. 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 this MSA 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 or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving Party as identified in the signature box below, on a valid Purchase Order, in the case of SentinelOne to legal.notices@sentinelone.com, or at such other address as may hereafter be furnished in writing by either Party to the other Party. Such notice will be deemed to have been given as of the date it is delivered. Notice is effective on the earlier of five (5) days from being deposited for delivery or the date on the confirmed email or courier receipt.
- 12.9. Severability.** If any provision of this MSA is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this MSA will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this MSA is not affected in any manner adverse to any Party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the Parties will negotiate in good faith to modify this MSA 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 this MSA, neither Party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or

termination of service provided by any service providers being used by SentinelOne, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

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

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

CUSTOMER: _____

SentinelOne, Inc.

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Address: _____

Address: 444 Castro St., Suite 400,

Mountain View, CA 94041

E-mail: _____

E-mail: Legal.notices@sentinelone.com

Date: _____

Date: _____

SOLUTIONS ADDENDUM: SINGULARITY PLATFORM TERMS

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

1. Definitions

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

2. License.

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

2.4.1. Singularity Platform License. Subject to Customer's compliance with the terms and conditions of the Agreement, SentinelOne hereby grants Customer (directly or through a Partner, as applicable) a worldwide, non-transferable, non-exclusive license during the Subscription Term or any Evaluation Period to access, use, execute, install (as provided for by the applicable Purchase Order), store, and display the Singularity Platform (including Enhancements) solely in support of Customer's (and Customer's Affiliate(s)) internal business and security and operations, in accordance with the Documentation describing the permissible use of the Singularity Platform ("**License**"). The License granted herein is limited to the quantity of Endpoints as set forth in a valid Purchase Order or pursuant to the Evaluation. SentinelOne will make the SentinelOne Software and/or SDK available to Customer via download the Site or other means determined by SentinelOne.

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

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

4. Additional Terms for Hardware Leases

- 4.1. Applicability.** This Section 4 shall only apply to Singularity Platform products that include hardware as part of the Solution.
- 4.2. Title.** SentinelOne retains all right, title, and interest in all to the hardware, and the embedded software, and the intellectual property rights therein. No license or other implied rights of any kind are granted except for the limited right to access and use the Solution as described in these Singularity Terms.
- 4.3. IP Ownership.** As between SentinelOne and Customer, Customer retains all right, title, and interest (or if applicable, must ensure it has a valid license) to the Customer Data, including any data Customer uploads to the Solution hardware, subject to SentinelOne's underlying intellectual property in the Solution.

- 4.4. Additional Restrictions.** In addition to the Restrictions stated in Section 3 of these Singularity Terms, Customer will not, and will not permit any third party to: (i) rent or lease the hardware, unless otherwise expressly authorized by SentinelOne in writing; or (ii) transfer or copy the embedded software within the hardware to, or use the embedded software on, any other product or device, including any second-hand or grey market hardware that Customer has not purchased from SentinelOne or a Partner.
- 4.5. Disclaimer.** In addition to any other disclaimers found in the Agreement SentinelOne shall have no liability for damage to the hardware that results from: (i) modifications, alterations, and repairs to the hardware not expressly authorized by SentinelOne in writing; (ii) physical, electrical abuse or neglect, misuse, or accidents; and (iii) flood, fire, or other environmental faults.
- 4.6. Effect of Termination.** If applicable, and in addition to the other terms in the Agreement that take effect upon termination, upon any termination or expiration of the Agreement or these Singularity Terms, Customer shall promptly delete any Customer Data remaining on the hardware and return the hardware to SentinelOne. SentinelOne shall have no liability for any Customer Data remaining on the hardware once the hardware has been returned to SentinelOne.

SOLUTIONS ADDENDUM:

DATASET TERMS

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

1. Definitions.

- 1.1. “**DataSet**” means the specific Solution Customer has purchased and been granted access to via these DataSet Terms.
- 1.2. “**Documentation**” means SentinelOne’s then-current published documentation such as technical user guides, installation instructions, articles or similar documentation specifying the functionalities of the Solutions and made available by SentinelOne to Customer found here: <https://app.scalyr.com/help>.
- 1.3. “**Site**” means the website located at www.dataset.com.

2. Dataset Access and License.

- 2.1. During the Subscription Term or Evaluation Period, SentinelOne shall grant Customer access to DataSet for use in accordance with the Agreement and these DataSet Terms.
- 2.2. To the extent Customer installs software provided as part of DataSet, then subject to these DataSet Terms (and if applicable, any license terms associated with the download, installation and use of such software), SentinelOne grants to Customer a worldwide, non-transferable, non-exclusive license during the Subscription Term or any Evaluation Period to access, use, execute, install (as provided for by the applicable Purchase Order), store, and display the DataSet (including Enhancements) solely in support of Customer’s (and Customer’s Affiliate(s)) internal business operations, in accordance with the Documentation describing the permissible use of DataSet.

3. Availability and Support.

- 3.1. During the Subscription Term or Evaluation Period, SentinelOne will undertake commercially reasonable efforts to make DataSet available. Notwithstanding the foregoing, SentinelOne reserves the right to suspend Customer's access to DataSet: (a) for scheduled or emergency maintenance, provided, however, SentinelOne will give Customer prior written notice of any such modification reasonably in advance, for scheduled maintenance at least seven (7) days in advance. SentinelOne will provide reasonable support to Customer for DataSet from Monday through Friday during SentinelOne's normal business hours.

4. License Restrictions.

- 4.1. Customer will not, and will not permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of DataSet or any software, documentation or data related to DataSet (“**SentinelOne Material**”) (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (b) modify, translate, or create derivative works based on DataSet or related installed software; (c) use DataSet for timesharing or service bureau purposes or for any purpose other than its own use; (d) remove or obscure any proprietary or other notices contained in DataSet or Documentation; (e) provide to any third party the results of any benchmark tests or other evaluation of DataSet without SentinelOne’s prior written consent; (f) attempt to disable or circumvent any license key or other technological mechanisms or measures; or (g) use DataSet: (i) to upload, manage or process Special Information; or (ii) other than in accordance with these DataSet Terms and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation). Customer will be responsible for providing all Customer Data to SentinelOne in a format consistent with the requirements set forth in the Documentation (or as otherwise specified by SentinelOne). Customer will ensure that Customer’s use of DataSet and Customer

Data is, at all times, compliant with all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content, and legality of all Customer Data.

5. Responsibilities.

- 5.1.** Customer will cooperate with SentinelOne in connection with the performance of these DataSet Terms by making available personnel and information as may be reasonably required and taking such other actions, as SentinelOne may reasonably request.
- 5.2.** Customer will designate an employee who will be responsible for all matters relating to these DataSet Terms (“**Primary Contact**”). Customer may change the individual designated as Primary Contact at any time by providing written notice to SentinelOne.
- 5.3.** SentinelOne has no obligation to monitor Customer Data or any other of the content provided by Customer or Customer's use of DataSet. SentinelOne reserves the right to remove Customer Data or content or prohibit any use of DataSet it believes may be (or alleged to be) in violation of Restrictions, provided, however, that SentinelOne will use commercially reasonable efforts to give Customer prior written notice of any such removal reasonably in advance to allow the Customer to verify (and remove, as the case may be) such Customer Data or content.

6. Retention.

- 6.1.** Customer Data will be deleted periodically within 30 days of the configured retention period or, if specified, within the Customer's configured retention period.
- 6.2.** Prior to termination of Customer's use of DataSet, Customer may request to export “Customer Data.” After termination, all Customer Data is subject to deletion at any time, and no later than the configured retention period.

PUBLIC SECTOR ADDENDUM

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

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

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

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

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

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

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

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

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

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

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

- 5.1. Fees.** The fees for the Solutions shall be set forth in one or more valid Purchase Orders between Customer and the Partner (“Fees”). No refunds or credits for paid Fees will be issued to Customer by SentinelOne, except as stated otherwise in Section 11.3 (Effects of Termination).
- 6. GSA Customers only:** Section 5.3. **Taxes** of the MSA shall be replaced with the following:
- 5.3. Taxes.** Interest and taxes will be agreed to between Partner and Customer.
- 7. GSA Customers only:** Section 7.3. **Remedies** of the MSA shall include the following:
- 7.3.** The foregoing is subject to GSAR 552.21.-4(w)(v).
- 8. GSA Customers only:** Section 8.1(iii) of the MSA shall be replaced with the following:
- 8.1(iii).** the person signing the Purchase Order incorporating this MSA on Customer’s behalf has been duly authorized and empowered to enter into contracts on behalf of Customer, including authority to enter into this MSA;
- 9.** Section 8.2(iii) of the MSA shall be replaced with the following:
- 8.2(iii).** SentinelOne may suspend the provision of the Solutions until SentinelOne can reasonably ensure the quality of the Solutions and its conformity with the Documentation.”
- 10.** Section 9.1. **Infringement Indemnity** of the MSA shall be replaced with the following:
- 9.1. Infringement Indemnity.** SentinelOne will indemnify Customer and Customer’s directors, officers, employees, contractors, agents, or other authorized representatives (“**Customer Indemnitees**”) from and against any and all third-party claims, suits, actions or proceedings (each a “**Claim**”) alleging that Customer’s use of the Solutions infringes or misappropriates a third party’s valid Intellectual Property Right. SentinelOne’s sole indemnification obligations under this Section 9.1 shall be that SentinelOne will, at its expense, defend any such Claim by reason of Customer’s use of the Solutions as permitted hereunder, subject to the requirements of 28 U.S.C. §516 or, if Customer is a state or local government entity, the applicable state statute governing control of litigation, and pay damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest and disbursements) finally awarded by a court of competent jurisdiction or included in a settlement approved by SentinelOne. In the event of a Claim pursuant to this Section 9.1, SentinelOne may, at SentinelOne’s option and at SentinelOne’s expense: (i) obtain for Customer, the right to continue to exercise the license granted to Customer under this MSA; (ii) substitute the allegedly infringing component for an equivalent non-infringing component; or (iii) modify the Solutions to make them non-infringing. If (i), (ii), or (iii) is not obtainable on commercially reasonable terms, SentinelOne may terminate this MSA, after providing Customer a reasonable time (no less than 30 days) to transition to an alternative solution, unless SentinelOne determines in its reasonable discretion that such use of the Solutions will likely result in infringement and in such case may terminate this MSA effective immediately with concurrent written notice to Customer. In the event of a termination of this MSA pursuant to this Section 9.1, all rights and licenses with respect to the Solutions will immediately cease. SentinelOne’s indemnification obligations do not extend to Claims arising from or relating to: (a) any negligent or willful misconduct of any Customer Indemnitees; (b) any combination of the Solutions (or any portion thereof) by any Customer Indemnitees or any third party with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination, unless such combination is the customary, ordinary, and intended use of the Solutions; (c) any modification to the Solutions by any Customer Indemnitees or any third party where the infringement would not have occurred but for such modification; (d) the use of the Solutions by any Customer Indemnitees or any third party in a manner contrary to the terms of this MSA where the infringement would not have occurred but for such use; or (e) the continued use of the Solutions after SentinelOne has provided a substantially equivalent non-infringing software or service. To the extent permitted by law, this Section 9.1 states Customer’s exclusive remedy for any Claims.”

11. Section 9.2. **Customer Indemnity** of the MSA shall include the following pre-requisite at the beginning:

9.2. To the extent permitted by applicable law,...

12. Section 9.2. **Customer Indemnity** of the MSA shall include the following:

9.2. Notwithstanding anything to the contrary in this Section 9.2, the maximum amount of all monies paid in connection with Customer indemnification of the SentinelOne Indemnitees shall not exceed the amount of appropriated funds available at the time the payment must be made.

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

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

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

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

15. **GSA Customers only:** Section 11.1. **Term** of the MSA shall be replaced with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Section 4. License Restrictions of the DataSet Terms shall include the following Section 4.2. **U.S. Government Restrictions:**

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