



SENTINELONE TERMS OF SERVICE

GSA MAS Contract Federal Customers – Channel Partner

These SentinelOne Terms of Service (“**Terms**”) are between SentinelOne, Inc. (“**SentinelOne**,” “**Our**,” “**We**,” “**Us**” or similar terms) and the Federal agency customer Ordering Activity (as defined at FAR 8.401) identified in a Federal agency order under a GSA MAS prime contract (“**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 in connection with any paid or Evaluation use of the 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 a written document such as a purchase order, service order or a similar document agreed to in writing and executed by You and a SentinelOne approved partner (such as a reseller or distributor and collectively, “**Partner**”), in each case covering Your subscription to Solutions or Evaluation offering.

1.2. **Scope of Agreement.** These Terms govern Your access to a subscription to SentinelOne’s platform including its malware protection, detection and remediation solutions, endpoint detection and response solutions, device discovery and control 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 updates, patches, bug fixes and versions (“**Enhancements**” to the “**SentinelOne Software**”, and collectively, the “**SentinelOne 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, Incident Response 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 attached hereto as Exhibits 1-4.

1.4. **Documentation.** All use of the Solutions shall be in accordance with Our 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 Us to You through the SentinelOne Knowledge Base on the Customer Portal, as updated from time-to-time in the normal course of business (“**Documentation**”).

1.5. **License Grant.** 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 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 and/or computing environments (such as containers) that can process data (“**Endpoints**”) or the number of SDK copies licensed to You pursuant to a valid Purchase Order. We will make the SentinelOne Software and/or SDK available to You via download from Our website (“**Site**,” at www.sentinelone.com) or other means as may be determined by Us from time to time.

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 may be linked to the Solutions through Our open APIs (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 expressly permit 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 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 Purchase Order authorizes a different Evaluation Period, or a different number of copies in a Purchase Order executed by the Partner and You 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 SentinelOne directly or through the Partner; (iii) shall comply with the use restrictions in Section 3; and (iv) shall uninstall any portion of the Solutions residing on Your Endpoints after the Evaluation Period, return all Documentation in Your possession to Us and/or Partner, and confirm to Us and/or Partner 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. All Evaluation results are Confidential Information.

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.

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 as permitted under these Terms, as directly related to Your internal business operations and in conformity with 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) use the Solutions 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 Solutions 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 Solutions, or take any action in an effort to circumvent or undermine the Solutions, except for the legitimate testing of the Solutions in coordination with SentinelOne, in connection with considering a subscription to the Solutions as licensed herein; (vii) attempt or actually disassemble, decompile or reverse engineer, copy, frame or mirror any part or content of the Solutions, or otherwise derive any of the Solutions' source code; (viii) access, test, and/or use the Solutions in any way to build a competitive product or service, or copy any features or functions of the Solutions; (ix) interfere with or disrupt the integrity or performance of the Solutions; (x) attempt to gain unauthorized access to the Solutions 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 Solutions; (xii) fail to maintain all copyright, trademark and proprietary notices on the Solutions and any permitted copy thereof; or (xiii) 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 Your Data (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 Intellectual Property Rights embodied in the SentinelOne Solutions (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 any and all revisions, modifications, translations, extensions, abridgments, condensations or expansions of, and applications and registrations for, any of the foregoing.

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

5.1. Fees. The fees and payment terms for the Solutions and any Other SentinelOne Services or Products shall be set forth in one or more valid Purchase Orders between You and the Partner in accordance with the GSA Schedule Pricelist (“**Fees**”).

5.2. Plan Modifications. If You choose to increase the number of Endpoints You subscribe to under an applicable Purchase Order during Your then-effective Subscription Term (a “**Subscription Increase**”) or upgrade your subscription to a different subscription plan (“**Plan Upgrade**”), upon issuance of a Purchase Order by You to the Partner, the Partner will invoice You for the incremental Fees associated with such Subscription Increase and/or Plan Upgrade on a *pro rata* basis at the price per Endpoint specified in the corresponding valid Purchase Order over the remaining period of such Subscription Term and thereafter in any Renewal Subscription Term purchased by You unless otherwise agreed 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 and taxes will be between Partner and You.

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 through Your use of the Solutions.

6.2. Data Privacy. In these Terms, “**Personal Information**” shall have the meaning ascribed to such term in SentinelOne’s Privacy Policy attached hereto as Exhibit 5. SentinelOne will handle Your Personal Information in accordance with these Terms, its Privacy Policy, and privacy laws applicable to the Personal Information the Solutions collect when operating in default mode (expressly excluding specific privacy laws applicable to files the Solutions may collect if You elect to trigger certain features resulting in the processing of any file by the Solutions). Such privacy laws include the California Civil Code Sec. 1798.100 et seq. (“**CCPA**”) and the EU General Data Protection Regulation 2016/679 (“**GDPR**”) and SentinelOne shall act exclusively as a Service Provider (as defined by CCPA), and Data Processor (as defined in GDPR) and shall retain, use, disclose and process Personal Information solely for the purpose of providing and enhancing the Solutions and Other SentinelOne Services and Products on Your behalf. 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 (as defined in GDPR) and any applicable national laws made under it, and where You are established in Switzerland, the Swiss Federal Act of 19 June 1992 on Data Protection, as may be amended or superseded), and in its capacity as Processor of Personal Information, SentinelOne shall process such Personal Information only for the purpose of providing and enhancing 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 internal 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 the SentinelOne Solutions and any Other SentinelOne Services and Products 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, business plans, product information, pricing, financial plans, know how, Customer information, strategies, and other similar information, but excluding Your Data.

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 (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 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.

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 without a duty of confidentiality 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 an applicable statute, 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, provided such notice is not prohibited; 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). SentinelOne recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

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. The foregoing is subject to GSAR 552.212-4(w)(v).

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 the Purchase Order incorporating these Terms on Customer's behalf has been duly authorized and empowered to enter into contracts on behalf of the Customer, including authority to enter into these Terms; (iv) these Terms are 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 (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, SentinelOne can suspend the provisions of the Solutions until SentinelOne can reasonably ensure the quality of the Solutions and its conformity with the Documentation. 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 alleging that Your use of the Solutions infringes or misappropriates such third party's valid Intellectual Property Right (each a "**Claim**"). SentinelOne, at its expense, will have the right to intervene to defend any such Claim by reason of Your use of the Solutions as permitted hereunder, subject to the requirements of 28 U.S.C. §516, 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. 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. Procedures. SentinelOne's indemnification obligations under Section 9.1 are conditioned upon Customer: (i) giving prompt written notice of the Claim to SentinelOne as soon as Customer becomes aware of the Claim (provided that failure to provide prompt written notice to SentinelOne will not alleviate SentinelOne's obligations under Section 9.1 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); (ii) granting SentinelOne the option to take control of the defense (including granting SentinelOne the right to select and use counsel of its own choosing) and settlement of the Claim (except that Customer's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of Customer); and (iii) providing reasonable cooperation to SentinelOne and, at SentinelOne's request and expense, assistance in the defense or settlement of the Claim. The foregoing is subject to the requirements of 28 U.S.C. §516.

10. **Limitation of Liability.**

10.1. SUBJECT TO ANY SPECIFIC LIMITATIONS ON LIABILITY STATED IN THIS SECTION, 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 UNDER THE APPLICABLE PURCHASE ORDER .

10.2. IN THE EVENT OF A BREACH OF SECTION 6 (PRIVACY AND SECURITY) BY SENTINELONE, SENTINELONE'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SENTINELONE (OR PARTNER) UNDER THE APPLICABLE PURCHASE ORDER .

10.3. THE LIMITATIONS ON LIABILITY IN SECTIONS 10.1 AND 10.2 SHALL NOT APPLY TO BREACHES OF SECTION 3 (RESTRICTIONS), SECTION 7 (CONFIDENTIALITY) OR TO SENTINELONE'S INDEMNIFICATION OBLIGATIONS (SECTION 9), EXCEPT THAT IF YOUR LIABILITY IS LIMITED BY APPLICABLE LAW OR FOR ANY OTHER REASON, OUR LIABILITY WILL BE LIMITED TO THE SAME EXTENT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

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 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 (as defined below) and continue for twelve (12) months (the “**Initial Subscription Terms**”), and thereafter these Terms and the underlying Solutions subscription will renew for additional successive periods if and to the extent a Solutions subscription is purchased through a new Purchase Order with Partner (“**Renewal Subscription Term**” and collectively, “**Subscription Term**”). 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, however any dispute regarding such breach must be resolved under the Contract Disputes Act; 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 temporarily suspend these Terms 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, and such harm can only be minimized by suspending the use of the Solutions while a resolution is reached or a dispute resolving such harm is resolved.

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) reserved; 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 Disclosing Party then in its possession or destroy all copies of such Confidential Information, at the Disclosing 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 (Restrictions), 4 (Ownership and Reservation of Rights), 7 (Confidentiality), 8.3 (Disclaimer) 9 (Indemnification Obligations), 10 (Limitation of Liability), 11.3 (Effect of Termination) and 12 (General Provisions) 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 between SentinelOne and You relating to Your subscription to the Solutions, and the Parties herein expressly agree that as between SentinelOne and You, these Terms supersede 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 its subject matter. The Parties agree that any term or condition stated in a Purchase Order or any other similar order documentation with Partner is between You and the Partner and nothing in these Terms modifies Your terms and conditions with the Partner.

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 Federal laws of the United States.

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 Site, 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. The foregoing is subject to the limitation of GSAR 552.203-71.

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, 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 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. Transfer by SentinelOne is subject to the requirements of GSAR 552.212-4(w)(xi).

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. You represent that neither You nor any of Your subsidiaries is an entity that (a) 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 the Office of Foreign Assets Control, US Department of the Treasury ("**OFAC**") or other similar list maintained by any governmental entity, or (b) is directly or indirectly owned or controlled by any person or entity that is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.

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; provided that the foregoing shall not preclude the binding effect of any modifications to the Terms by SentinelOne which solely reflect newly added Other SentinelOne Products and Services, or modifications which augment Customer's rights under these Terms. 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 a valid Purchase Order, with a copy to 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 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. Excusable delays shall be governed by FAR 52.212-4(f).

This agreement is executed by its incorporation into a Purchase Order signed by an individual with authority to bind You and shall have effect as of the date such Purchase Order is executed between You and Partner (“Effective Date”).



EXHIBIT 1

SENTINELONE SUPPORT TERMS

These SentinelOne Support Terms (the “**Support Terms**”) detail the customer support provided by SentinelOne, Inc. (“**SentinelOne**”) with respect to the SentinelOne solutions (“**Solutions**”) subscribed to by the SentinelOne customer (“**Customer**”) under the SentinelOne Terms of Service (“**Terms**”) (“**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)
1– Urgent	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)
2 – High	Customer reports a Malfunction that (a) renders a required program or feature of the Solutions inoperative or intermittently operative or (b) substantially degrades performance in a production environment.	6 hours (Web/E-mail)	12 hours (Web/E-mail)
3-Normal	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)
4 –Low	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)

Service Level Commitment: SentinelOne does its very best to make the Solutions available at all times except for: (a) downtime during a Maintenance Window or planned downtime outside a Maintenance Window (both of which Customer is notified at least two (2) days in advance through SentinelOne’s forum page and/or a notice to all Customer’s admins through the Solutions’ admin console) (the foregoing, “**Planned Downtime**”) which shall not exceed six (6) hours per month; (b) unscheduled downtime for necessary emergency maintenance to address a recently discovered issue in the Solutions that if left unresolved can materially threaten the security or usability of the Solutions, which shall be notified to Customer as soon as practically possible; or (c) unavailability caused by circumstances beyond SentinelOne’s reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, or technical failures beyond SentinelOne’s control (collectively, “**Force Majeure Event(s)**”). We cannot guarantee the performance and/or availability of Internet service providers employed by customers or any network outside of SentinelOne’s control. SentinelOne will use commercially reasonable efforts to schedule Planned Downtime for weekends (Pacific time zone). During Planned Downtime, Customers would normally experience a few minutes of downtime or longer. Any Solutions upgrades requested by Customer shall not be counted against the monthly Planned Downtime.

SentinelOne will maintain at least 99.5% Solutions availability over any calendar month (whereby “**Solutions Unavailability**” is defined herein as an interruption of ten (10) minutes or more during which time 10% or more of SentinelOne customers are unable to reach and/or use their Solutions management console), as measured by SentinelOne’s Solutions availability monitoring systems, excluding Force Majeure Events and Planned Downtime.

Our Solutions recovery plan includes (a) numerous automated alerts/indicators set to provide notices of Solutions Unavailability, connected to SentinelOne's alert system which is under a 24X7X365 supervision, (b) response time of no more than one (1) hour upon receipt of Service Unavailability alerts, (c) internal resolution escalation procedure aimed at providing efficient, timely resolution of Solutions Unavailability events, and (d) paging capabilities to SentinelOne's data centers as necessary to resolve Solutions Unavailability. SentinelOne's contractual arrangements with its Solutions data centers include 99.5% uptime commitments and 15-30 minutes response time commitments to Solutions Unavailability events.

If SentinelOne fails to reach the above-detailed Support Services and Service Availability goals in any three (3) consecutive calendar months, Customer's only remedy is to stop using the Solutions, terminate the Terms among the parties, and receive any prepaid and unused fees for the remainder of the applicable Subscription Term after the date of termination.



EXHIBIT 2

SENTINELONE TECHNICAL ACCOUNT MANAGER TERMS

These SentinelOne Technical Account Manager (“**TAM**”) Terms (“**TAM Terms**”) are among SentinelOne, Inc. (“**SentinelOne**”) and the customer (“**Customer**”) subscribing to the SentinelOne solutions (“**Solutions**,” as defined in the SentinelOne Terms of Service (“**Terms**”), for Customer’s subscription to receive TAM services as detailed in these TAM Terms, the Documentation and a valid Quote or Purchase Order (“**TAM Services**”).

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

Definitions

“**Designated Contact(s)**” shall mean individuals in Customer’s organization who have been designated from time to time as administrators responsible for deploying and maintaining the Solutions in Customer’s production environment.

“**Local Regional Business Hours**” shall mean 9AM to 5PM (GMT+3 for Europe and EMEA Customers and GMT-8 for U.S. Customers).

“**Optimization Services**” shall mean assistance, support, liaison and similar services relating to optimizing the Solutions for Customers, such as policy review, upgrade planning, product training, configuration, Workaround, Resolution, etc.

“**Support Terms**” shall mean the SentinelOne Support Terms.

I. Scope of TAM Services

TAMs: TAM Services are provided in English by designated, qualified support engineers. Each Customer subscribing to TAM Services is assigned a designated TAM who serves as Customer’s primary account contact for TAM Services (“**Assigned TAM**”). Customer may request to replace an Assigned TAM by providing SentinelOne with a written request detailing the reasonable basis for such replacement request. SentinelOne shall make commercially reasonable efforts to accommodate such request within a reasonable time.

TAM Services: TAM Services include post sale assistance, Solutions deployment planning, Solutions implementation assistance and Optimization Services. In addition, TAMs provide technical support assistance and serve as a conduit and liaison between Customer and support services, including support cases management. TAMs also provide general information and assistance relating to the Solutions, including upgrade assistance, industry trends, threat information and best practices. TAM Services include weekly conference calls, periodic service analysis reports and 5 days on-site assistance. In particular, TAM Services also include the provision of monthly, quarterly and annual reporting as further described below.

Monthly Standard Support Case Reports: The Assigned TAM will provide monthly reports on Customer’s technical support case history to help identify trends with regard to support issues, and to enable discussion about potential areas of improvement with Customer. Monthly report and follow-up discussion will be provided by the Assigned TAM remotely.

Quarterly Reporting and Review: The Monthly Standard Support Case Reports will be summarized on a quarterly basis to help identify technical support issues, trends and Customer concerns and to discuss potential areas of improvement and make recommendations. The Quarterly Reporting also addresses Customer business requirements and how SentinelOne is performing against them and provides insight on the global security threat landscape. This quarterly reports and follow-up discussion will be provided by the Assigned TAM remotely.

Annual Account Review: For customers who subscribe to TAM Services on an annual basis, the Assigned TAM will meet with Customer once during each annual term of the TAM Services to review Customer's TAM services prior year case history and to review Customer's current security posture and ongoing security strategy in order to make best practice recommendations. This annual report and follow-up discussion will be provided by the Assigned TAM remotely.

Travel Expenses: Travel expenses are not included in the TAM Services subscription and will be charged separately.

Customer Eligibility for TAM Services. *TAM Services are only available to Customers subscribed to the Solutions and Enterprise Support for the duration of the TAM Services subscription.*

II. TAM Support Assistance

TAM Coverage: TAM Services are available during Local Regional Business Hours. Customer may designate up to six (6) Designated Contacts who may interact with the Assigned TAM with respect to any issues relating to the Solutions.

TAM Services Outside Local Regional Business Hours: Outside of Local Regional Business Hours Customer will receive Support by SentinelOne support as detailed in the Support Terms.

Case Creation Assistance: Upon Customer's request, the Assigned TAM may log technical support cases on Customer's behalf. Outside of Local Regional Business Hours, Customer should call SentinelOne Support Service at 855-868-3733 or submit a support request via the SentinelOne support portal.

III. Case Management for Support Requests

Support Response Times: Response times shall be according to Enterprise Level support response time as detailed in the Support Terms or in another written agreement executed between Customer and SentinelOne.

Identify and troubleshoot issues: The TAM will use commercially reasonable efforts to assist SentinelOne support engineers in isolating the cause of a Malfunction (as defined in the Support Terms). Customer may be required to provide additional information about the Malfunction, as detailed in the Support Terms.

Escalation Assistance: During Local Regional Business Hours, the TAM will use commercially reasonable efforts to assist Customer with any severity 1 or 2 technical support case escalations. For high severity technical support issues having significant impact on Customer's production environment, when the Assigned TAM is unavailable or the outside of the local Regional Business Hours, customer should call SentinelOne Support directly and open a support ticket, while also alerting the Assigned TAM as soon as reasonably possible.

Support Case Management: After Customer has submitted a Severity 1 Initial Support Request, the Assigned TAM will be notified by SentinelOne Support and will then serve as the point of contact for providing technical support case management assistance to Customer during Local Regional Business Hours. The TAM will work diligently to monitor the technical support case to provide Customer with updates on the status of the case. The TAM will determine if it is necessary to outline a technical support action plan for issue resolution when the TAM does not directly own the issue.

IV. Product Optimization Services:

Customer must request Optimization Services through their TAM to be coordinated with support engineers. These Optimization Services are delivered remotely via telephone, email, and if needed, concluded with an online meeting to discuss the findings and deliver any required reports to Customer.

V. **Additional Terms**

No Auto-Renewal. *Notwithstanding anything to the contrary in the Terms, there is no automatic renewal of the TAM Services. Customer must contact SentinelOne or a SentinelOne Reseller to renew the TAM Service before the subscription term for TAM Services expires.*

Remote Analysis to Your Data: Customer authorizes SentinelOne to perform any remote analysis of Your Data as necessary for providing the TAM Services.

Connection to Customer System: Customer acknowledges and agrees that SentinelOne may be required to connect its computers and other necessary equipment directly to Customer's computer network, and consents to such activity in connection with providing TAM Service.

No Warranties: SentinelOne shall ensure that TAM Services are performed professionally and courteously in accordance with best industry practices, by properly trained professionals. Notwithstanding the foregoing, Customer understands and agrees that SentinelOne provides no guarantees or warranties as to Customer's satisfaction with the TAM Services, nor do such Services guarantee that the Solutions function as expected by Customer, prevent all malware infections, or otherwise guarantee protection to Customer's environment.

Remedies: If SentinelOne materially breaches the TAM Terms, Customer's only remedy is to terminate the TAM Services and receive any pro-rated prepaid and unused fees for the remainder of the TAM Services term after the date of termination.



EXHIBIT 3

SENTINELONE VIGILANCE SERVICE ADDENDUM

This Vigilance Service Addendum (“**Addendum**”) describes the SentinelOne Vigilance Service (as described below) that SentinelOne shall provide the Customer identified in the signature box below in accordance with this Addendum to the SentinelOne Terms of Service (“**Terms**”) and during the timeframe (“**Vigilance Subscription Term**”) for such Vigilance Service subscription stated in a Quote or a valid Purchase Order. Capitalized terms used but not defined in this Addendum shall have the meaning assigned to such terms in the Terms, and in case of a conflict among terms defined in the Addendum and terms defined in the Terms, the terms in the Terms shall prevail.

The Vigilance Service provides a turnkey threat monitoring (“**Active Monitoring**”) and response (“**Active Response**”) and together with Active Monitoring, “**Vigilance Service Tiers**”) to augment Customer’s use of the Solutions and enhance Solutions operations, including 24/7/365 monitoring Customer’s Solutions console, as well as detection, prioritization and response (where Customer purchases the Active Response service package), as more fully described in the Vigilance Service Documentation (“**Documentation**”) (collectively, “**Vigilance Service**”). The Vigilance Service is provided by highly-trained SentinelOne analysts highly experienced in operating the Solutions, who optimize the Solutions capabilities to maximize threat detection, prioritization and response. The Active Response service also includes active real-time threat response, forensics, remediation, hunting and additional features.

The Vigilance Service is provided by dedicated SentinelOne analysts utilizing SentinelOne’s management console and responding in real time to identified threats. The analysts respond to all identified threats on an ongoing basis based on severity classification by the Solutions, and make a commercially reasonable effort to handle all threats rapidly and effectively. All analysts’ activities are recorded within the management console and can be reviewed by Customer. Response time to monitored activities shall be maintained at the levels described in the Documentation or better.

Customer authorizes SentinelOne to perform any remote analysis of Your Data (as defined in the Terms) as necessary for providing the Vigilance Services. Customer acknowledges and agrees that SentinelOne may be required to connect its computers and other necessary equipment directly to Customer’s computer network, and consents to such activity in connection with providing the Vigilance Service.

SentinelOne warrants the provision of professional, timely and ongoing Vigilance Service in accordance with this Addendum and the Documentation, however SentinelOne does not warrant or guarantee identification of every existing threat, immediate or any resolution of every identified threat, error-free threat classification, correct incident prioritization, or satisfactory threat response or threat hunting. In subscribing to the Vigilance Service, Customer acknowledges that the foregoing disclaimers with respect to SentinelOne’s provision of the Vigilance Service. Without limiting the foregoing, SentinelOne provides the Vigilance Service as an “as is” service without any warranties, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, or those arising by law, statute, usage of trade, or course of dealing, and SentinelOne’s liability and liability limitations in connection with the Vigilance Service shall be in accordance with its obligations under the Terms.

The Active Response service tier described in the Documentation includes various threat response activities (such as remediation and rollback) and hunting (such as active review and assessment of threats), however the Vigilance Service does not include incident response services such as endpoint cleanup or *post mortem*.

If Customer receives any portion of the Vigilance Service for evaluation purposes free of charge (in each case, under a valid Purchase Order or Quote, “**Vigilance Evaluation**”), Customer hereby acknowledges and agrees that such Vigilance Evaluation shall be limited to the timeframe stated in such Purchase Order or Quote, and that SentinelOne’s liability and

liability limitations for any Vigilance Evaluation shall be in accordance with SentinelOne's liability and liability limitations with respect to use of the Solutions for Evaluation as described in the Terms.



EXHIBIT 4

SENTINELONE NEXUS SOFTWARE DEVELOPMENT KIT (“SDK”) LICENSE ADDENDUM

This SDK License Addendum (“**Addendum**”) to the SentinelOne Terms of Service (“**Terms**”) among SentinelOne, Inc. or one of its affiliates (together, “**SentinelOne**,” “**Our**,” “**We**,” “**Us**” or similar terms) and the customer (“**Customer**,” “**You**,” “**Your**” or similar terms) subscribing to the SentinelOne Nexus Software Development Kit (“**SDK**”) sets certain terms and conditions specific to Your subscription to and use of the SDK, in addition to the terms in the Terms applicable to Customer’s subscription to the SDK and/or to the SentinelOne malware protection, detection and remediation solutions (“**Solutions**”) designed to protect SentinelOne Customers’ computing devices (“**Endpoints**”). Together with the Terms, this Addendum governs Your subscription to and use of the SDK, and constitutes a binding agreement in connection with any use of the SDK. The terms and conditions of this Addendum shall supersede any conflicting terms and conditions in the Terms with respect to Your subscription to and use of the SDK.

By executing this Addendum, or downloading and/or using the SDK (and such time “**Effective Date**”), You agree to be bound by this Addendum and the Terms. If You are entering this Agreement on behalf of another entity or person, You hereby represent to SentinelOne that You have the authority to bind Licensee to this Addendum. If You do not have such authority, or if You do not agree to this Addendum, You may not use the SentinelOne SDK. Capitalized terms will have the meaning assigned to such terms where defined throughout this Addendum. Capitalized terms not defined but used herein have the meaning assigned to such terms in the Terms. Each of SentinelOne or Customer is sometimes described in this Addendum as a “**Party**” and together, “**Parties**.” In consideration of the covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Definitions:**

1.1. “**Application(s)**” means any software services or applications developed by Customer that integrate with the SDK.

1.2. “**SentinelOne SDK**” or “**SDK**” means the SentinelOne Nexus software development kit, related application programming interface (API) information and explanatory documentation which may include object code, libraries, tools, Sample Code, and any upgrades, modifications, updates, additions and copies thereto, and all Documentation included with such items.

1.3. “**Sample Code**” means and software code in source code format designated as “Sample Code” or similarly that is included as part of the SDK.

1.4. “**Updates**” means any update, upgrade, bugfix, or new version of the SDK made generally available by SentinelOne.

2. **License.**

2.1. Additional License Grant for SDK. In addition to license provided in Section 1.5 (License Grant) of the Terms, as applicable to Your subscription to the SDK, SentinelOne hereby grants You a limited, revocable, non-exclusive, non-refundable, non-sublicensable license to (i) install and use the SDK to develop Application(s); and (ii) use, modify or merge all or portions of the Sample Code with Your Application(s), in each case solely for Your internal use and otherwise subject to this Addendum.

2.2. Limitation to SDK License Grant. Your license grant to the SDK is limited to the number of copies for which the license has been acquired pursuant to a valid Purchase Order or a Quote, to be installed and used solely on computers

owned or controlled by You, to provide malware protection and/or in connection with developing and testing the integration of Your Application(s) with the SDK.

2.3. **Restrictions.** In addition to restrictions described in Section 3 of the Terms, as applied to the SDK, and except as explicitly permitted in Section 2.1 and 2.2 above, You may not do any of the following: (i) attempt to reconstruct, identify or discover any portion of the SDK, including but not limited to source code, underlying ideas, techniques, or algorithms in the SDK or SentinelOne's Solutions; (ii) create an Application(s) or other software that prevent or degrade the interaction of applications developed by others with the SDK or the SentinelOne Solutions; and (iii) use the SDK to create, develop or use any program or software that causes any of the foregoing.

3. **Trademark License; Trademark Use.** SentinelOne hereby grants You a limited, non-exclusive and non-transferable right to use the SentinelOne trademarks, service marks and logos associated with the Solutions ("**Marks**," as listed in the SentinelOne Trademark Guidelines ("**Guidelines**") as may be revised from time to time) pursuant to the terms of this Addendum. The Marks may be used in Your Application(s) to indicate a connection with the SDK; on Your website, and in printed and electronic communications to indicate that Your Application(s) provides a connection with the SentinelOne Solutions. You may use the Marks solely in conjunction with the performance of Your subscription to the SDK and in compliance with the Guidelines. Use of the Marks does not give You any right, title or interest in the Marks, other than the license rights granted herein. You agree not to use the Marks in any way that will disparage SentinelOne or the Solutions, injure SentinelOne's reputation for high quality or otherwise diminish or damage SentinelOne's goodwill in the Marks or infringe SentinelOne's intellectual property. You acknowledge the validity of the Marks and SentinelOne's sole ownership of the Marks, and that SentinelOne retains all right, title and interest in and to the Marks. You agree not to adopt or use trademarks, service mark, or any other designation confusingly similar to the Marks. You must immediately remedy any material deficiencies in its use of the Marks upon reasonable notice from SentinelOne.

4. **SentinelOne's Proprietary Rights.** You agree to protect all SentinelOne Intellectual Property Rights and other ownership interests of SentinelOne in the SDK. You agree that all copies of the items in the SDK, reproduced for any reason by You, contain the same copyright notices, and other proprietary notices as appropriate, as appear on or in the master items delivered by SentinelOne in the SDK. SentinelOne retain title and ownership of the items in the SDK, the media on which it is recorded, and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Except as stated above, this Addendum does not grant You any rights to SentinelOne's Intellectual Property Right in respect to the items in the SDK.

5. **Ownership and Modifications.**

5.1. **Ownership.** The SDK and the all Intellectual Property Rights associated with it, shall remain the sole and exclusive property of SentinelOne, subject only to the limited license granted herein. You shall not engage in any act or omission that would impair SentinelOne's Intellectual Property Rights in the SDK or any other related materials, or Documentation. SentinelOne reserves the right to change the features and functionality of the SDK at any time without liability to You. SentinelOne shall use commercially reasonable efforts to provide you with prior notice of such changes. Nothing in this Addendum will preclude SentinelOne from lawfully developing, independently of your Confidential Information, for itself or for others, products or services that are competitive with the Application(s).

5.2. **Modifications.** You may not make any other modifications to the SDK, except for the Sample Code included in the SDK ("**Sample Code Modifications**"). You shall hold all rights, title and interest in and to the modifications to and derivative works of the Sample Code that You create as permitted under this Addendum, subject to SentinelOne's Intellectual Property Rights in the SDK and the Solutions. .

6. **Feedback.** You may, but not required to, provide SentinelOne with feedback, comments and suggestions (collectively, "**Feedback**"). You acknowledge that SentinelOne may use and include any Feedback that you provide to improve the Solutions and You hereby grant SentinelOne a non-exclusive, perpetual, irrevocable, paid-up, transferable, sub-licensable, worldwide license under all Intellectual Property Rights covering such Feedback to use, disclose and exploit all such Feedback for any purpose.

7. **Representations and Warranties.**

7.1.1. Customer Warranties. In addition to Your other obligations under this Addendum, You warrant and agree that (i) You will use the SDK only in accordance with the Documentation, in the manner expressly permitted by this Addendum, and your use of the SDK will be in compliance with all applicable laws and regulations; and (ii) You will not use the SDK to develop any Application(s) which would commit or facilitate the commission of a crime, or other tortious, unlawful, or illegal act; and

7.2. SentinelOne's Limited Warranty. SENTINELONE WARRANTS THAT THE SDK WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SDK WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, IN ADDITION TO THE DISCLAIMER IN SECTION 8.3 OF THE TERMS, THE SDK IS OFFERED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ADEQUACY OF THE SDK, WHETHER OT NOT USED BY YOU OR NOT USED BY YOU IN THE DEVELOPMENT OF THE APPLICATION(S), FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO THEIR ADEQUACY TO PRODUCE ANY PARTICULAR RESAULT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. SENTINELONE HAS DEVELOPED THE SDK INDEPENDENTLY WITHOUT RELIANCE ON A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8. **Limitation of Liability.** SentinelOne and Customer's liability as a result of its breach of its obligations under this Addendum shall be subject to the Limitation of Liability in Section 10 of the Terms.

9. **Term and Termination.**

9.1. Term. The term of this Addendum shall commence upon the Effective Date, and shall remain in effect as long as You remain in compliance with the terms of this Addendum or until terminated by either Party according to the Terms.

9.2. Termination. Upon termination of this Addendum, Customer will promptly destroy all copies of the SDK at SentinelOne's sole discretion and direction. Customer will immediately confirm, in writing, that it has complied with this Section 10.2.



EXHIBIT 5
SENTINELONE, INC.
PRIVACY POLICY

Introduction

This Privacy Policy (“**Policy**”) informs you of SentinelOne, 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 (“**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 as well as the other websites that the We operate and that link to this Policy. By executing the purchase order that incorporates the Terms to which this Privacy Policy is attached, 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 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 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. 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.

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.

SentinelOne Solutions. The SentinelOne Solutions offer a comprehensive Endpoint Protection Platform (EPP), Endpoint Detection and Response (EDR), and device discovery and mapping capabilities, comprising of multiple functionalities and features including malware detection, protection and remediation; comprehensive statistical analysis of Subscribers endpoints behavior; data presentation tools; security tools; connected devices identification; endpoint controls and more. To provide Our Subscribers the most comprehensive malware detection, protection and remediation capabilities, as well as best-in-class device discovery solutions 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 of devices protected against malware infection by the SentinelOne Services, or device standard identifiers. 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, additional data to analyze certain malware threats, or network information to enable connected device discovery and mapping. 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 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 for the sole purpose of providing you with SentinelOne Services and in accordance with Federal privacy law. 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. In the 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 on the following link: https://go.sentinelone.com/GDPR-Tracking-Opt-out-TY.html?marketo_opt_out=true. 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 at <http://www.google.com/analytics/terms/gb.html> or at https://www.google.de/intl/en_uk/policies/.

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.

You can prevent the collection and processing of analytics cookies via Google by downloading and installing the browser-plugin available under the following link (<https://tools.google.com/dlpage/gaoptout?hl=en>). You can refuse the use of Google Analytics by clicking on the following link. <https://tools.google.com/dlpage/gaoptout>. 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

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 [on Our Site](#). Please contact Us at privacy@sentinelone.com with questions about the security of your Personal Information collected through Our Solutions or Site.

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: SentinelOne, Inc. (Attn: Legal Department) 605 Fairchild Drive, Mountain View, CA 94043, United States or by email to 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.

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>.

Compliance with Applicable Privacy Laws

As a leading information Security company, We are passionate about our Subscribers security and privacy. We process all Personal Information in accordance with applicable data privacy laws. Note, however, that the Solutions do not include dedicated data fields or dedicated databases, for the insertion or hosting of specific Personal Information protected under data privacy regulations such as PCI or HIPAA.

GDPR. In accordance with 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 Information, 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: SentinelOne, Inc. (Attn: Data Protection Officer) 605 Fairchild Drive, Mountain View, CA 94043, United States or by email to privacy@sentinelone.com.

California Data Privacy Legislation. If you are a California resident, California law may provide you with additional rights regarding our use of your Personal Information, as follows:

California Civil Code Sec. 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' use for direct marketing

purposes within the State of California. If you are a California resident and would like to request this information, please email Us at privacy@sentinelone.com.

SentinelOne complies with all relevant sections of the California Civil Code Sec. 1798.100 et seq. (CCPA) in connection with its processing of the Personal Information of California residents, including those related to disclosure obligations, sharing of Personal Information, and compliance with Consumers' choices regarding access, portability and deletion. All relevant CCPA information is detailed in SentinelOne's Privacy Notice for California Residents on Our Site ("CCPA Notice"). If you have any questions or comments about the CCPA Notice, SentinelOne's CCPA practices or your rights under California law, SentinelOne's DPO at: SentinelOne, Inc. (Attn: Data Protection Officer) 605 Fairchild Drive, Mountain View, CA 94043, United States, Tel: +1-855-868-3733 Extension 3591 or by email to 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. Subscribers of our Solutions may update or change their account information by editing their profile or organization record or by contacting 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. 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 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. 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

Any assignments or transfers of this Policy shall conform with Section 12.5 (Assignment) of the Terms.

Changes to This Policy

If there are any 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 non-material changes to this Policy. Any material updates to this Policy shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms. 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 or at:

SentinelOne's United States Representative:
SentinelOne, Inc.,
Attn: General Counsel
444 Castro St Suite 400, Mountain View, CA 94041

, United States

SentinelOne's European Representative:
SentinelOne, LTD,
Attn: Efraim Harari, Director
Carrick House Lypiatt Rd, Cheltenham GL50 2QJ, UK

English Version Controls

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