



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Purchase Order

Order Date: 01-24-2025

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0231 4373 OOT2500000005 1	Procurement Folder:	1610747
Document Name:	Sentinel One EndPoint Protection and Response Software	Reason for Modification:	
Document Description:	Sentinel One EndPoint Protection and Response Software		
Procurement Type:	Central Purchase Order		
Buyer Name:	Toby L Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-12-18
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-01-05

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000018673 SENTINELONE INC 444 CASTRO STREET 4TH FLR MOUNTAIN VIEW CA 94041 US Vendor Contact Phone: 7345526111 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Meghan S Shears Requestor Phone: (304) 558-2018 Requestor Email: meghan.shears@wv.gov 2025 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	RECEIVING DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 908 BULLITT ST CHARLESTON WV 25301-1002 US

CR 2-11-25

Purchasing Division's File Copy

Total Order Amount: \$631,240.00

PURCHASING DIVISION AUTHORIZATION DATE: <i>Mark A. [Signature]</i> 2/10/2025 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>[Signature]</i> 2-13-25 ELECTRONIC SIGNATURE ON FILE
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2/13/2025

Extended Description:

EndPoint Detection and Response Software - Services and Support

This Purchase Order constitutes the acceptance of a contract made by and between The Vendor: Sentinel Labs, Inc (dba Sentinel One) of Mountain View, CA and the agency, The West Virginia Department of Administration, Office of Technology for the One-Time purchase for the Emergency End Point Protection Platform Services and Support per the Order of Precedence and other attached documentation all incorporated herein by reference and made apart hereof.

Effective Dates: 12/18/2024 - 01/05/2026

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112200	1.00000	EA	0.000000	0.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Singularity Platform**Extended Description:**

PF-PLT-FF-T1-S

Per attached Quotation

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81112200	2000.00000	EA	29.360000	58720.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Complete Protection Platform**Extended Description:**

S1-CMP-EN-T7-S

Per attached Quotation

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81112200	7000.00000	EA	29.360000	205520.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Complete Protection Platform**Extended Description:**

S1-CMP-EN-T7-S

Per attached Quotation

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	81112200	11000.00000	EA	29.360000	322960.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Complete Protection Platform**Extended Description:**

S1-CMP-EN-T7-S

Per attached Quotation

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	81112200	1500.00000	EA	29.360000	44040.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Complete Protection Platform - License True Up

Extended Description:

S1-CMP-EN-T7-S

Per attached Quotation

STATE OF WEST VIRGINIA
ORDER OF PRECEDENCE AND ADDITIONAL TERMS AGREEMENT

THIS ORDER OF PRECEDENCE AND ADDITIONAL TERMS AGREEMENT, by and between SentinelOne Inc. ("Vendor") and the State of West Virginia ("State"), collectively referred to herein as (the "Parties"), is intended to provide an order of priority for the various documents that comprise the contract resulting from Direct Award ("Contract") and to add certain required terms to the Contract.

The Parties Agree as follows:

- 1. Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section.

Contract Documents:

- a. This Document - First in priority.
- b. SentinelOne Data Protection Addendum - Second Priority.
- c. SentinelOne Master Subscription Agreement - Third Priority.
- d. Additional Vendor Documents Attached hereto as Exhibit C - Fourth Priority.

- 2. Additional Contract Terms.** The following additional terms are added to the Contract:

- a. **VOID CONTRACT CLAUSES** - This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- b. **PAYMENT** - Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
- c. **LATE PAYMENT PENALTIES** - Any language in any document imposing any interest or charges due to late payment is deleted.
- d. **FISCAL YEAR FUNDING** - Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- e. **RIGHT TO TERMINATE** - The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor.
- f. **DISPUTES** - Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial. Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission to the extent required by law. Other causes of action must be brought in the West Virginia court

authorized by statute to exercise jurisdiction over it. Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

g. FEES OR COSTS: Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

h. GOVERNING LAW – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

i. RISK SHIFTING – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

j. LIMITING LIABILITY – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

k. TAXES – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

l. NO WAIVER – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

m. STATUTE OF LIMITATIONS – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

n. ASSIGNMENT – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

o. RENEWAL – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

p. INSURANCE – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.

q. RIGHT TO REPOSSESSION NOTICE – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

r. CONFIDENTIALITY – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion. Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

s. ISRAEL BOYCOTT: Vendor understands and agrees that pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

t. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a

political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

The Parties are signing this Agreement on the date stated below the signature.

VENDOR:

SentinelOne, Inc.

By: Jacob Rosoff

It's: Director - Commercial Legal - Americas

Signed: Jacob Rosoff

Date: Jan 16, 2025

STATE AGENCY:

West Virginia

Purchasing Division

By: Meghan S. Shears

It's: CFO, WVOT

Signed: 

Date: 1/21/2025



SENTINELONE DATA PROTECTION ADDENDUM

This Data Protection Addendum, including all appendices (“DPA”) forms a part of the SentinelOne Master Subscription Agreement (“Agreement”) between SentinelOne and the Customer. The Parties agree that this DPA sets forth their obligations with respect to the processing and security of Customer Data in connection with Customer’s use of the Solutions.

1. **OVERVIEW.** This DPA applies only to the processing of Customer Data in environments controlled by SentinelOne (including SentinelOne Subprocessors), which includes Customer Data sent to SentinelOne by the Solutions but does not include data that remains on Customer’s premises or in any Customer-selected third-party operating environments. This DPA will be effective on the Effective Date of the Agreement and will replace any terms previously applicable to the processing and security of Customer Data. Capitalized terms used but not defined in this DPA have the meaning given to them in the Agreement.

2. DEFINITIONS.

- 2.1. “**Applicable Data Protection Law**” means, as applicable to the processing of Customer Data (including any personal data contained therein), any national, federal, European Union, state, provincial, or other privacy, data protection, or data security law or regulation.
- 2.2. “**Customer Data**”, if not defined in the Agreement, means data ingested from Customer endpoints, or otherwise provided, by or on behalf of Customer to SentinelOne via Customer’s use of the Solutions, excluding System Data.
- 2.3. “**Customer Personal Data**” means the personal data contained within the Customer Data, including any special categories of personal data or sensitive data defined under Applicable Privacy Law.
- 2.4. “**EU GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 2.5. “**Security Breach**” means a breach of SentinelOne’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data.
- 2.6. “**Subprocessor**” means a third party authorized as another processor under this DPA to process Customer Data in order to provide the Solutions.
- 2.7. The terms “**personal data**”, “**data subject**”, “**controller**”, and “**processor**” as used in this DPA have the meanings given by Applicable Data Protection Law or, absent any such meaning or law, by the EU GDPR.
- 2.8. The terms “**personal data**”, “**data subject**”, “**controller**”, and “**processor**” include “**personal information**”, “**consumer**”, “**business**”, and “**service provider**”, respectively, as required by Applicable Data Protection Law.

3. LEGAL COMPLIANCE AND JURISDICTION-SPECIFIC TERMS.

- 3.1. **Roles of the Parties.** SentinelOne is a processor and Customer is a controller or processor, as applicable, of Customer Data.
- 3.2. **Compliance with Law.** Each Party will comply with its obligations related to the processing of Customer Data under Applicable Data Protection Law.
- 3.3. **Jurisdiction-Specific Terms.** To the extent the processing of Customer Data is subject to an Applicable Data Protection Law described in Appendix 3 (Jurisdiction-Specific Data Protection Laws), the corresponding terms in Appendix 3 shall also apply. In the event of a conflict between the general terms of this DPA and Appendix 3, Appendix 3 will prevail.

4. PROCESSING OF CUSTOMER DATA.

- 4.1. **Summary of the Processing.** The subject matter and details of the processing of Customer Data are described in Appendix 1 (Details of Processing of Customer Data).
- 4.2. **SentinelOne Obligation.** SentinelOne shall: (a) not process Customer Data other than to provide the Solutions in accordance with this Agreement (including as set forth in this DPA and as described in Appendix 1 to this DPA) and applicable law (the “Permitted Purpose”); and (b) immediately notify Customer if, in SentinelOne’s opinion, Applicable Data Protection Law prohibits SentinelOne from complying with the Permitted Purpose or SentinelOne is otherwise unable to comply with the Permitted Purpose.
- 4.3. **Customer Instructions and Obligation.** Customer hereby: (a) instructs SentinelOne to process Customer Data for the Permitted Purpose; (b) warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instruction set out herein on behalf of each relevant controller of Customer Data; and (c) warrants and represents that the relevant controller of Customer Data has provided all notices and obtained all consents required by Applicable Data Protection Law to provide Customer Data to SentinelOne under the Agreement.

5. SECURITY.

- 5.1. **Security Measures.** SentinelOne will implement and maintain the technical and organizational measures set forth in Appendix 2 (Security Measures) (the “Security Measures”). SentinelOne may update the Security Measures from time to time provided that such updates do not result in a reduction of the security of the Solutions or SentinelOne’s obligations under the Agreement.
- 5.2. **Customer’s Security Responsibilities.** Without prejudice to SentinelOne’s obligations under Section 5.1 (Security Measures) and elsewhere in the Agreement, Customer is responsible for its use of the Solutions, including: (a) using the Solutions to ensure a level of security appropriate to the risk to Customer Data; (b) securing the authentication credentials, systems, and devices Customer uses to access the Solutions; and (c) backing up its Customer Data as appropriate.
- 5.3. **Customer’s Security Assessment.** Customer agrees that the Solutions and Security Measures implemented and maintained by SentinelOne provide a level of security appropriate to the risk to Customer Data.
- 5.4. **Confidentiality.** SentinelOne shall ensure that its personnel engaged in the processing of Customer Data (a) will process such data only on instructions from Customer or as described in this DPA, and (b) will be obligated to maintain the confidentiality and security of such data even after their engagement ends. SentinelOne shall provide periodic and mandatory data privacy and security training and awareness to its employees in accordance with Applicable Data Protection Law and industry standards.
- 5.5. **Security Breaches.**
 - 5.5.1. **Notification.** SentinelOne shall notify Customer promptly and in any event within 48 hours upon becoming aware of a Security Breach, and promptly take reasonable steps to minimize harm and secure Customer Data.
 - 5.5.2. **Details of Notification.** SentinelOne’s notification of a Security Breach will describe: (a) the nature of the Security Breach including the Customer resources impacted; (b) the measures SentinelOne has taken, or plans to take, to address the Security Breach and mitigate its potential risk; (c) the measures, if any, SentinelOne recommends that Customer take to address the Security Breach; and (d) the details of a contact point where more information can be obtained. If it is not possible to provide all such information at the same time, SentinelOne’s initial notification will contain the information then available and further information will be provided without undue delay as it becomes available.
 - 5.5.3. **No Acknowledgement of Fault or Liability.** SentinelOne’s notification of or response to a Security Breach under this Section will not be construed as an acknowledgement by SentinelOne of any fault or liability with respect to the Security Breach.

6. SUBPROCESSING

- 6.1. **Specific Consent.** Customer specifically authorizes SentinelOne to engage as Subprocessors those entities listed as of the effective date of this DPA at the URL specified in Section 6.2 (Subprocessor Details). In addition, and without prejudice to Section 6.3 (Engagement of New Subprocessors), Customer generally authorizes the engagement as Subprocessors of any other third parties (each a "New Subprocessor").
- 6.2. **Subprocessor Details.** Information about Subprocessors, including their functions and locations, is available at: www.sentinelone.com/legal/sentinelone-sub-processors/ (as may be updated by SentinelOne from time to time in accordance with this DPA).
- 6.3. **Engagement of New Subprocessors.** When any New Subprocessor is engaged while this DPA is in effect, SentinelOne shall provide Customer at least thirty days' prior written notice of the engagement of any New Subprocessor, including details of the processing to be undertaken by the New Subprocessor. If, within thirty days of receipt of that notice, Customer notifies SentinelOne in writing of any objections to the proposed appointment, and further provides commercially reasonable justifications to such objections based on that New Subprocessor's inability to adequately safeguard Customer Data, then: (a) SentinelOne shall work with Customer in good faith to address Customer's objections regarding the New Subprocessor; and (b) where Customer's concerns cannot be resolved within thirty days from SentinelOne's receipt of Customer's notice, notwithstanding anything in the Agreement, Customer may, by providing SentinelOne with a written notice with immediate effect, terminate the Purchase Order(s) with respect to only those aspects which cannot be provided by SentinelOne without the use of the New Subprocessor.
- 6.4. **Subprocessor Due Diligence Requirements.** With respect to each Subprocessor, SentinelOne shall: (a) before the Subprocessor first processes Customer Data, carry out adequate due diligence to ensure that the Subprocessor is capable of performing the obligations subcontracted to it in accordance with the Agreement (including this DPA); (b) periodically reassess the Subprocessor to ensure it remains capable of performing the obligations subcontracted to it in accordance with the Agreement (including this DPA); (c) ensure that the processing of Customer Data by the Subprocessor is governed by a written contract including terms no less protective of Customer Data than those set out in this DPA, including that the applicable data protection obligations in this DPA are imposed on the Subprocessor; and (d) remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Subprocessor.

7. COOPERATION.

- 7.1. **Individual Rights.** Taking into account the nature of the processing, SentinelOne shall assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligations, as reasonably understood by Customer, to respond to requests to exercise individuals' rights under Applicable Data Protection Law.
- 7.2. **Individual Requests.** SentinelOne shall: (a) promptly notify Customer if SentinelOne receives a request from an individual Applicable Data Protection Law with respect to Customer Data to the extent that SentinelOne recognizes the request as relating to Customer; and (b) ensure that SentinelOne does not respond to that request except on the documented instructions of Customer or as required by applicable law, in which case SentinelOne shall to the extent permitted by applicable law inform Customer of that legal requirement before SentinelOne responds to the request.
- 7.3. **Impact Assessments and Consultation.** To the extent SentinelOne is required by Applicable Data Protection Law, SentinelOne shall (taking into account the nature of the processing and the information available to SentinelOne) provide reasonable assistance to Customer with any impact assessments or consultations with data protection regulators by providing information in accordance with Section 7.4 (Audits and Records).
- 7.4. **Audits and Records.** SentinelOne shall make available to Customer upon request information necessary to demonstrate compliance with Applicable Data Protection Law and this DPA in accordance with the following procedures: (a) SentinelOne will provide Customer with the most recent certifications and/or summary audit report(s) which SentinelOne has procured to regularly test, assess, and evaluate the effectiveness of the Security Measures; (b) SentinelOne will reasonably cooperate with Customer by

providing available additional information concerning the Security Measures to help Customer better understand the Security Measures; and (c) if further information is required by Customer to comply with its own or other controller's audit obligations or a competent supervisory authority's request, Customer will inform SentinelOne and the Parties shall discuss in good faith the content and delivery of the required information.

8. DATA PROCESSING LOCATIONS.

8.1. Data Hosting Location. SentinelOne will only host Customer Data at rest in the regions offered by SentinelOne and selected by Customer on an Order Form or as Customer otherwise configured via the Solutions (the "Hosting Location").

8.2. Data Processing Location. Taking into account the safeguards set forth in this DPA, Customer Data may be processed in the United States or any other country in which SentinelOne or its Subprocessors operate.

9. DATA DELETION.

9.1. Deletion Upon Termination. SentinelOne shall promptly and in any event within sixty days of the date of cessation of providing any Solutions involving the processing of Customer Data (the "Cessation Date"), delete all copies of Customer Data, unless applicable law requires storage.

9.2. Certification of Deletion. SentinelOne shall provide written certification to Customer that it has complied with this Section within ten days of receiving Customer's written request to receive such certification.

10. GENERAL TERMS.

10.1. Interpretation. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the Parties) agreements entered into or purported to be entered into after the date of this DPA, the provisions of this DPA shall prevail.

10.2. Liability. Any liability associated with failure to comply with this DPA will be subject to the limitations of liability provisions stated in the Agreement.

10.3. Invalid or Unenforceable Provisions. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (a) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible, or if this is not possible, (b) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, the Parties hereto have caused this SentinelOne Data Protection Addendum to be executed by their duly authorized officers or representatives as of the Effective Date of the Agreement.


CUSTOMER: WV Office of Technology

SentinelOne, Inc.

Signature:



Signature:



Name (Print):

Meghan S. Shears

Name (Print):

Jacob Rosoff

Title:

CFO

Title:

Director - Commercial Legal - Americas

Email:

meghan.shears@wv.gov

Email:

legal.notices@sentinelone.com

Date:

1/21/2025

Date:

Jan 16, 2025

APPENDIX 1:

DETAILS OF PROCESSING OF CUSTOMER DATA

Subject matter and duration of processing

SentinelOne will process Customer Data, including any personal data contained therein, exclusively to provide the Solutions pursuant to the Agreement, including any retention period(s) purchased by Customer for specific Solutions.

Nature and purpose of processing

SentinelOne will process Customer Data only for the Permitted Purpose.

Categories of Data

The specific nature of Customer Data processed by SentinelOne depends upon the Solutions Customer purchases, but broadly relates to the following categories of data:

- Identification and business contact data (e.g., name, email address)
- Endpoint and endpoint usage data (e.g., active directory user ID, installed applications)
- Network and network usage data (e.g., IP address, URLs)
- Log data provided to SentinelOne by Customer in furtherance of SentinelOne services
- Unstructured data provided to SentinelOne by Customer in furtherance of SentinelOne services

Special categories of data

The Solutions are not intended to process special categories of personal data, and special categories of personal data are not required to deliver the Solutions to Customer. Notwithstanding the foregoing, when Customer controls the data sent to SentinelOne, or in specific services engagements (e.g., forensic investigations requiring analysis of the underlying data), SentinelOne may process special categories of personal data on behalf of Customer. The nature and scope of the special categories of sensitive personal data that is transferred may not be known until after the processing has taken place but may include: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, or data concerning a natural person's sex life or sexual orientation.

Data subjects

Data subjects include the individuals about whom data is provided to SentinelOne via the Solutions by (or at the direction of) Customer, and may include employees, contractors, consultants, or other individuals belonging to Customer, Customer's customers or clients, and Customer's partners' workforce.

APPENDIX 2:

SECURITY MEASURES

SentinelOne maintains an information security program that is designed to protect the confidentiality, integrity, and availability of Customer Data (the “SentinelOne Information Security Program”). The SentinelOne Information Security Program will be implemented on an organization-wide basis and will be designed to ensure SentinelOne’s compliance with Applicable Data Protection Law. As of the Effective Date, SentinelOne will implement and maintain the Security Measures described in this Appendix 2.

1. ORGANIZATION OF INFORMATION SECURITY.

- 1.1. Security Ownership.** SentinelOne has appointed a senior officer responsible for coordinating and monitoring the SentinelOne Information Security Program.
- 1.2. Security Roles and Responsibilities.** SentinelOne personnel with access to Customer Data are subject to confidentiality obligations.
- 1.3. Risk Management Program.** SentinelOne has implemented a security risk management program which is based on the requirements of ISO 27005. The Program defines a systematic and consistent process to ensure that security risks to Customer Data are identified, analyzed, evaluated, and treated. Risk treatment and the risk remaining after treatment (i.e., residual risk) is communicated to risk owners, who decide on acceptable levels of risk, authorize exceptions to this threshold, and drive corrective action when unacceptable risks are discovered.

2. HUMAN RESOURCE SECURITY.

- 2.1. Background Checks.** SentinelOne takes reasonable steps to ensure the reliability of any employee, agent, or contractor who may have access to Customer Data, including by conducting background checks on all new employees to the extent permitted by applicable law in the jurisdiction where the employee is located.
- 2.2. Security Training.** SentinelOne informs its personnel about the SentinelOne Information Security Program and Applicable Data Protection Law upon hire and annually thereafter. Personnel are also informed of possible consequences – up to and including termination – of breaching the SentinelOne Information Security Program.

3. ASSET MANAGEMENT.

- 3.1. Inventory Maintenance.** Assets utilized to process Customer Data are identified and an inventory of these assets is listed and maintained. Assets maintained in the inventory and assigned an owner. Company-provided assets are governed by SentinelOne’s Acceptable Use Policy.
- 3.2. Return.** All employees and external party users are required to return organizational assets in their possession upon termination of their employment, contract, or agreement.

4. ACCESS CONTROL.

- 4.1. Internal Data Access.** SentinelOne’s internal data access processes and policies are designed to prevent unauthorized persons and/or systems from gaining access to systems used to process Customer Data. SentinelOne employs a centralized access management system to control personnel access to production servers, and only provides access to a limited number of authorized personnel. SentinelOne requires the use of unique user IDs, strong passwords, two factor authentication, and monitored access lists to minimize the potential for unauthorized account use. The granting or modification of access rights is based on the authorized personnel’s job responsibilities, job duty requirements necessary to perform authorized tasks, and a need to know basis. The granting or modification of access rights must also be in accordance with SentinelOne’s internal data access policies and training. Access to systems is logged to create an audit trail for accountability.
- 4.2. VPN and Zero Trust.** Employees must be in a SentinelOne office or connected via VPN or zero trust network (authenticated with user ID, password, and MFA) then login to an internal portal via SSO before connecting to any system storing Customer Data.

5. CRYPTOGRAPHY.

- 5.1. Encryption Practices.** Customer Data is encrypted in transit using TLS and at rest using AES ciphers.

6. PHYSICAL SECURITY.

- 6.1. Datacenter Security.** The standard physical security controls at each geographically-distributed data center utilized to host Customer Data are comprised of reliable, well-tested technologies that follow generally accepted industry best practices: custom-designed electronic card access control systems, alarm systems, biometric identification systems, interior and exterior cameras, and a 24x7x365 presence of security guards.
- 6.2. Office Access.** Access to SentinelOne offices is protected via card access control systems including individually-assigned keycards, access logging, and interior and exterior surveillance and alarm systems.

7. OPERATIONS AND COMMUNICATIONS SECURITY

- 7.1. Operational Policy.** SentinelOne maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data.
- 7.2. Network Security.** Customer management console servers are isolated to help ensure that no access is possible among servers of different customers. The SentinelOne network is protected by redundant firewalls, commercial-class router technology, and a host intrusion detection system on the firewall that monitors malicious traffic and network attacks.
- 7.3. Vulnerability Assessment and Penetration Testing.** SentinelOne conducts annual, comprehensive penetration testing by a third party service. This includes testing of the management console and agents (black and grey box), corporate infrastructure penetration testing and social targeted attack, and public website automatic testing for open vulnerabilities. Quarterly network vulnerability assessments are conducted on all servers in the corporate network as well as the production environment.
- 7.4. Event Logging.** SentinelOne logs access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.
- 7.5. Data Deletion.** Customer Data is deleted irretrievably upon request or contract termination in accordance with the DPA.

8. SUPPLIER RELATIONSHIPS.

- 8.1. Approval Process.** Before onboarding any supplier to process Customer Data, SentinelOne conducts an audit of the security and privacy practices of the supplier to ensure the supplier provides a level of security and privacy appropriate to their proposed access to Customer Data and the scope of the services they are engaged to provide. Once SentinelOne has assessed the risks presented by the supplier, the supplier is required to enter into appropriate security, confidentiality, and privacy terms prior to processing any Customer Data in accordance with the DPA.

9. INFORMATION SECURITY INCIDENT MANAGEMENT.

- 9.1. Incident Response Process.** SentinelOne has put in place a security incident management process for managing security incidents that may affect the confidentiality, integrity, or availability of its systems or data, including Customer Data. The process specifies courses of action, procedures for notification, escalation, mitigation, post-mortem investigations after each incident, response actions, periodic testing, and documentation.
- 9.2. Security Operations Center.** SentinelOne has a dedicated SOC function which manages and monitors a Security Information & Event Management (SIEM) solution deployed across the organization.

10. BUSINESS CONTINUITY MANAGEMENT.

- 10.1. Customer Data Backups.** SentinelOne conducts a daily backup of all Customer Data in the Hosting Location. Where available, backups are physically located in a different availability zone from where Customer Data is hosted (but within the same Hosting Location). A monitoring process is in place to ensure successful ongoing backups within a defined RTO and RPO.

APPENDIX 3:

JURISDICTION-SPECIFIC DATA PROTECTION LAWS

The terms in each Module of this Appendix 3 apply only where the corresponding law applies to the processing of Customer Data.

MODULE 1: EUROPEAN DATA PROTECTION LAW

1. ADDITIONAL DEFINITIONS.

- 1.1. **“Adequate Country”** means: (a) for data processed subject to the EU GDPR: any country within the EEA, or a country or territory that is the subject of an adequacy decision by the Commission under Article 45(1) of the EU GDPR; (b) for data processed subject to the UK GDPR: the UK or a country or territory that is the subject of the adequacy regulations under Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act of 2018; and/or (c) for data processed subject to the Swiss FDPA: Switzerland or a country or territory that (i) is included in the list of states whose legislation ensures an adequate level of protection as published by the Swiss Federal Protection and Information Commissioner, or (ii) is the subject of an adequacy decision by the Swiss Federal Council under the Swiss FDP.
- 1.2. **“Alternative Transfer Mechanism”** means a mechanism, other than the SCCs, that enables the lawful transfer of personal data to a third country in accordance with European Data Protection Law, for example a data protection framework recognized as ensuring that participating entities provide adequate protection.
- 1.3. **“European Data Protection Law”** means, as applicable: (a) the EU GDPR; (b) the UK GDPR; or (c) the Swiss FADP.
- 1.4. **“European Law”** means, as applicable: (a) EU or EU member State law (if the EU GDPR applies to the processing of Customer Data); (b) the law of the UK or a part of the UK (if the UK GDPR applies to the processing of Customer Data); or (c) the law of Switzerland (if the Swiss FADP applies to the processing of Customer Data).
- 1.5. **“Restricted Transfer”** means the transfer or processing of Customer Personal Data to or in a country that is not an Adequate Country.
- 1.6. **“SCCs”** means the SCCs (Controller-to-Processor) or the SCCs (Processor-to-Processor), as applicable.
- 1.7. **“SCCs (Controller-to-Processor)”** means the terms at: <https://www.sentinelone.com/legal/sccs/eu-c2p>.
- 1.8. **“SCCs (Processor-to-Processor)”** means the terms at: <https://www.sentinelone.com/legal/sccs/eu-p2p>.
- 1.9. **“Swiss FDPA”** means the Federal Data Protection Act of 19 June 1992 (Switzerland).
- 1.10. **“UK GDPR”** means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act of 2018, and applicable secondary legislation made under the same.

2. **NOTIFICATION OF COMPLIANCE.** Without prejudice to SentinelOne’s obligations under Section 4.3 (Customer Instructions and Obligation) of the DPA or any other rights or obligations of either party under the Agreement, SentinelOne will immediately notify Customer if, and to the extent such notice is not otherwise prohibited by European Law, in SentinelOne’s opinion: (a) European Law prohibits SentinelOne from complying with an instruction; (b) an instruction does not comply with European Data Protection Law; or (c) SentinelOne is otherwise unable to comply with an instruction. If Customer is a processor, Customer will immediately forward to the relevant controller any notice provided by SentinelOne under this Section.

3. DATA TRANSFERS.

- 3.1. **Restricted Transfers.** If the processing of Customer Personal Data constitutes a Restricted Transfer then, subject to Section 3.2 of this Module 1 of Appendix 3, the SCCs will apply (according to whether Customer is a controller and/or a processor) with respect to such Restricted Transfer between SentinelOne and Customer.
- 3.2. **Alternative Transfer Mechanism.** The SCCs will not apply to a Restricted Transfer if SentinelOne has adopted an Alternative Transfer Mechanism for that Restricted Transfer.
- 3.3. **Information About Restricted Transfers.** SentinelOne will provide Customer with information relevant to a Restricted Transfer (a) as described in Section 7.5 (Audits and Records) of the DPA, and (b) in relation to SentinelOne’s adoption of an Alternative Transfer Mechanism, at

<https://www.sentinelone.com/legal/alternative-transfer-mechanism/>.

- 3.4. **SCCs Audit.** If the SCCs apply as described in Section 3.1 (Restricted Transfers) of this Module 1 of Appendix 3, SentinelOne will allow Customer, or an independent auditor appointed by Customer, to conduct audits as described in those SCCs and, during an audit, make available all information required by those SCCs, both in accordance with Section 7.4 (Audits and Records) of the DPA.
- 3.5. **No Modification of SCCs.** Nothing in the Agreement (including this Appendix 3) is intended to modify or contradict any SCCs or prejudice the fundamental rights or freedoms of data subjects under European Data Protection Law.
- 3.6. **Precedence of SCCs.** To the extent there is any conflict or inconsistency between any SCCs and the remainder of the Agreement, including this Appendix, the SCCs will prevail.

MODULE 2: U.S. STATE DATA PROTECTION LAWS

1. ADDITIONAL DEFINITIONS.

- 1.1. **"CCPA"** means the California Consumer Privacy Act of 2018, as amended, including as amended by the California Privacy Rights Act of 2020, together with all implementing regulations.
- 1.2. **"CPA"** means the Colorado Privacy Act, Colo. Rev. Stat. §§ 13-61-101 et seq., and all implementing regulations.
- 1.3. **"CTDPA"** means the Connecticut Privacy Act and all implementing regulations.
- 1.4. **"UCPA"** means the Utah Consumer Privacy Act, Utah Code Ann. §§ 13-61-101 et seq., and all implementing regulations.
- 1.5. **"VCDPA"** means the Virginia Consumer Data Protection Act, VA Code Ann. §§ 59.1-575 et seq., and all implementing regulations.
- 1.6. **"U.S. Data Protection Law"** means, as applicable, the CCPA, the CPA, the UCPA, the VCDPA, and all other laws and regulations relating to data protection, the processing of personal data, privacy, and/or electronic communications in force from time to time in the United States.

2. **PROHIBITIONS.** Without prejudice to SentinelOne's obligations under Section 4.3 (Customer Instructions and Obligation) of the DPA, with respect to the processing of Customer Data in accordance with the CCPA, SentinelOne will not, unless otherwise permitted under U.S. Data Protection Law: (a) sell or share Customer Data; (b) retain, use, or disclose Customer Data for any purpose other than those specified in the Agreement and the DPA; (c) retain, use, or disclose Customer Data for any commercial purpose other than the business purpose specified in the Agreement and the DPA, including in the servicing of a different business; (d) retain, use, or disclose Customer Data outside the direct business relationship between SentinelOne and Customer; or (e) combine or update Customer Data with any other personal information that SentinelOne receives from or on behalf of a third party or collects from its own interactions with the consumer.
3. **NOTIFICATION OF COMPLIANCE.** Without prejudice to SentinelOne's obligations under Section 4.3 (Customer Instructions and Obligation) of the DPA, or any other rights or obligations of either party under the Agreement, SentinelOne will notify Customer if, in SentinelOne's opinion, SentinelOne is unable to meet its obligations under U.S. Data Protection Law, unless such notice is prohibited by applicable law.
4. **DEIDENTIFIED DATA.** If Customer Data contains deidentified data, SentinelOne will (a) take reasonable measures to ensure the information cannot be associated with a consumer, (b) publicly commit to process deidentified data solely in deidentified form and not attempt to reidentify the information; and (c) contractually obligate any recipients of deidentified data to comply with the foregoing requirements and U.S. Data Protection Law.
5. **CUSTOMER REMEDIATION.** SentinelOne grants Customer the right, upon reasonable notice, to take reasonable and appropriate steps to stop and remediate any and all unauthorized use of Customer Data.



SENTINELONE MASTER SUBSCRIPTION AGREEMENT

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

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

1. DEFINITIONS.

- 1.1. “**Affiliate(s)**” means any entity that directly, or indirectly through intermediaries, controls, is controlled by, or is under common control with a Party; provided, however, that Customer’s Affiliates shall not include any entity that directly, or indirectly through intermediaries, competes with SentinelOne. The license granted to Customer herein includes the right for Customer and Customer Affiliates to use the Solutions as stated in the applicable Solutions Addendum, provided that Customer agrees to remain fully responsible and liable under this Agreement for Customer’s Affiliates’ use of the Solutions.
- 1.2. “**Confidential Information**” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) concerning or related to this Agreement or the Disclosing Party that is marked as confidential or proprietary, or that the Receiving Party knows or reasonably should know is confidential information of the Disclosing Party given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party. Confidential Information includes, but is not limited to, this Agreement, proprietary and/or non-public technical, business, commercial, financial and/or legal information, such as, without limitation, any and all Solutions information generally shared with Customer and as specifically related to Customer, Solutions information gained by Customer through use of the Solutions, business plans, product information, pricing, financial plans, know how, Customer information, strategies, and other similar information.
- 1.3. “**Current Release**” means the most recent release of the Solutions.
- 1.4. “**Customer Data**” means data ingested from Customer Endpoints, or otherwise provided, by or on behalf of Customer to SentinelOne via Customer’s use of the Solutions, excluding System Data.
- 1.5. “**Data Protection Addendum**” means the then-current terms describing data processing and security obligations with respect to Customer Data, attached and available at <https://www.sentinelone.com/legal/data-protection-addendum/>.
- 1.6. “**Documentation**” means SentinelOne’s then-current published documentation such as technical user guides, installation instructions, articles or similar documentation specifying the functionalities of the Solutions and made available by SentinelOne to Customer as specified in the applicable Solutions Addendum.
- 1.7. “**Endpoint(s)**” means physical or virtual computing devices and/or computing environments (such as containers) that can process data.
- 1.8. “**Enhancements**” means any updates, patches, bug fixes, and versions to the Solutions made by SentinelOne and provided to Customer.
- 1.9. “**Evaluation**” means for the limited purpose of accessing and installing the Solutions for internal evaluation by Customer who is considering purchase of Solutions but without any obligation to enter into any further agreement.

- 1.10. **"Intellectual Property Rights"** means all patents, copyrights, moral rights, trademarks, trade secrets, and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.
- 1.11. **"Partner"** means an authorized SentinelOne partner, such as a reseller.
- 1.12. **"Personal Data"** means any information relating to an identified or identifiable natural person.
- 1.13. **"Purchase Order"** means a document agreed to in writing and executed among Customer and a Partner that references a Quote covering Customer's subscription to the specified Solutions or an Evaluation offering.
- 1.14. **"Quote"** means a quote from SentinelOne for the Solutions.
- 1.15. **"Restrictions"** means the restrictions to Customer's license to use Solutions as stated in the License Restrictions section in the applicable Solutions Addendums.
- 1.16. **"SentinelOne"** means SentinelOne, Inc. and its Affiliates.
- 1.17. **"Site"** means SentinelOne's website at <https://www.sentinelone.com> or as defined in the relevant Solutions Addendum.
- 1.18. **"Solution(s)"** means the products and services offered by SentinelOne.
- 1.19. **"Solutions Addendum"** means the addendum specific to the Solutions that Customer subscribes to under a Purchase Order, and, where applicable, the U.S. Public Sector Addendum. All Solutions Addendums that are applicable to Customer as of the Effective Date are attached and other Solutions Addendums are available at: <https://www.sentinelone.com/legal/>.
- 1.20. **"Special Information"** means sensitive Personal Data or other information requiring additional protections under applicable laws.
- 1.21. **"Subscription Term"** has the meaning as defined in Section 11.1.
- 1.22. **"System Data"** means information compiled by SentinelOne in connection with Customer's use of a Solution, including but not limited to threat data, contextual data, detections, and indicators of compromise, that SentinelOne may use for security, product, and operations management, and/or for research and development. For the avoidance of doubt, any improvements made to the Solutions will not incorporate Customer Personal Data or reference or mention Customer.
- 1.23. **"Third-Party Products"** means third-party products, applications, services, software, networks, or other systems or information sources that link to the Solutions through SentinelOne's open APIs.
- 1.24. **"Third-Party Service"** means a third party that manages the installation, onboarding, or operation of, or access to, the Solutions on Customer's behalf.
- 1.25. **"U.S. Public Sector Addendum"** means the Solutions Addendum that applies to U.S. Public Sector Customers (as defined in the U.S. Public Sector Addendum). The U.S. Public Sector Addendum is available at: <https://www.sentinelone.com/legal/public-sector-addendum/>.

2. USE OF THE SOLUTIONS.

- 2.1. **License.** Customer's right to use Solutions is limited to the specific Solutions it subscribed to under a Purchase Order and subject to the applicable license section of the applicable Solutions Addendum. Subject to the terms of this Agreement, Customer hereby grants to SentinelOne a non-exclusive, non-transferable, worldwide, royalty-free right during an active Subscription Term (as defined below in Section 11.1) to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the applicable Solutions to Customer.
- 2.2. **Documentation.** Customer shall use the Solutions in accordance with the then-current Documentation.
- 2.3. **Third-Party Products.** If Customer decides to send any Customer Data to any third party or otherwise enable, access or use Third-Party Products, including Third-Party Products that integrate directly to Customer's instance of the Solutions, be advised that SentinelOne does not warrant, and this Agreement

does not cover, such Third-Party Products even if SentinelOne resells them or designates them as certified, approved, or recommended, or if they are otherwise provided by a third party that is a member of a SentinelOne partner program. Customer's access to and use of such Third-Party Products is governed by the terms of such Third-Party Products, and SentinelOne does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Products, including, without limitation, their content or the manner in which they handle data or any interaction between Customer and the provider of such Third-Party Products, or any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access, or use of any such Third-Party Products. Customer may be required to register for or log into such Third-Party Products on their respective websites. By enabling any Third-Party Products, Customer expressly permits SentinelOne to disclose Customer's login and Customer Data to such Third-Party Products as necessary to facilitate Customer's enablement and use of such Third-Party Products.

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

3. EVALUATIONS; EARLY ADOPTION AND BETA USE.

- 3.1. Evaluation Offering.** If Customer receives the Solutions for evaluation purposes, then Customer may use the Solutions for Evaluation for a period of up to thirty (30) days from the start date of the Evaluation (the "Evaluation Period"), unless otherwise agreed in writing by SentinelOne. If Customer's use of the Solutions exceeds the Evaluation Period without SentinelOne's consent, then SentinelOne has the right to charge Customer the Fees for such use as identified in SentinelOne's price list.
- 3.2. Evaluation License and Restrictions.** In addition to the license scope detailed elsewhere in this Agreement, during the Evaluation Period, Customer: (i) may access, install and use Solutions pursuant to the applicable Documentation, solely as agreed to in writing between Parties (ii) shall comply with the Restrictions; and (iii) shall uninstall any portion of the Solutions residing on Customer's systems after the Evaluation Period and confirm to SentinelOne in writing (email accepted) of such deletion and uninstallation. If the Evaluation offering is a subscription, Customer understands that SentinelOne may disable access to the subscription automatically at the end of the Evaluation Period, without notice to Customer. During and following the Evaluation Period, the Parties shall discuss Evaluation results in good faith.
- 3.3. Early Adoption or Beta Use.** If Customer is invited to and agrees to participate in SentinelOne's Early Adoption Program or Beta Program, Customer acknowledges that Early Adoption or Beta versions of the Solutions are prerelease versions of the Solutions and as such may contain errors, bugs, or other defects. Accordingly, Customer's use and testing of the Early Adoption and/or Beta versions of the Solutions is subject to the disclaimers stated in Section 3.4 (DISCLAIMER OF WARRANTIES AND LIABILITY). Additionally, Customer's use of Early Adoption and/or Beta versions of the Solutions is subject to SentinelOne's sole discretion as to length and scope of use, updates and support of such Early Adoption or Beta versions of the Solutions.
- 3.4. DISCLAIMER OF WARRANTIES AND LIABILITY.** DURING EVALUATION, EARLY ADOPTION, OR BETA USE OF THE SOLUTIONS, THE SOLUTIONS ARE OFFERED SOLELY ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE, TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR OTHERWISE. CUSTOMER ASSUMES ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOLUTIONS AND ACKNOWLEDGES THAT THE USE OF THE SOLUTIONS, TO THE EXTENT APPLICABLE, MUST BE MADE IN

STRICT CONFORMANCE WITH SENTINELONE'S INSTRUCTIONS. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SENTINELONE WILL NOT BE LIABLE FOR ANY NETWORK DOWNTIME, SOLUTIONS DOWNTIME, AND/OR IDENTIFYING AREAS OF WEAKNESS IN THE SOLUTIONS. FOR ALL EVALUATIONS, EARLY ADOPTIONS, OR BETA USE OF THE SOLUTIONS, SENTINELONE SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, LOSS OF PROGRAMS OR INFORMATION, OR OTHER INTANGIBLE OR TANGIBLE LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE 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 IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SENTINELONE IS ALSO NOT RESPONSIBLE FOR CLAIMS BY ANY THIRD PARTY. WHILE THE SOLUTIONS ARE PROVIDED FREE OF CHARGE FOR EVALUATION, EARLY ADOPTION, OR BETA PURPOSES ONLY, SENTINELONE'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER SHALL NOT EXCEED U.S. \$100.00. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED, THE LIABILITY OF SENTINELONE SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE PARTIES OBLIGATIONS UNDER SECTION 7 (CONFIDENTIALITY) (EXCLUDING ANY BREACHES OF SENTINELONE'S OBLIGATIONS RELATING TO CUSTOMER DATA) HEREIN.

4. OWNERSHIP AND RESERVATION OF RIGHTS.

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

5. BILLING, PLAN MODIFICATIONS AND PAYMENTS.

- 5.1. Fees.** The fees for the Solutions shall be set forth in one or more valid Purchase Orders or as otherwise stated in this Agreement ("Fees"). All Fees are due payable to the applicable Partner as detailed in the applicable valid Purchase Order. If Customer's payment of Fees is past due or delinquent to the Partner and Customer fails to pay the Fees after receipt of SentinelOne's notice to Customer of such delinquency, then such nonpayment will be considered a material breach by Customer of this Agreement and, in addition to SentinelOne's other remedies, SentinelOne may suspend Customer's access to the Solutions and seek recovery of such due and owing Fees directly from Customer. Any late Fees shall incur 3% interest. No refunds or credits for paid Fees will be issued to Customer, except as stated otherwise in Section 11.3 (Effects of Termination).
- 5.2. Subscription Increase.** Subject to availability, if Customer's usage of the Solutions exceeds the usage purchased under an Existing Purchase Order (a "True-Up"), then SentinelOne has the right to invoice the applicable Partner for the incremental Fees associated with such True-Up on (i) a pro rata basis at the price per unit specified in the Existing Purchase Order for the remaining period of such Subscription Term and/or (ii) the overages for usage for the relevant period at the price per unit specified in the Existing

Purchase Order. No refunds or credits for paid Fees will be issued to Customer, except as stated otherwise in Section 11.3 (Effects of Termination). **"Existing Purchase Order"** means the Purchase Order for the current Subscription Term.

- 5.3. **Taxes.** The Parties agree that neither shall have any tax obligations towards the other and all tax matters are handled between each Party and the Partner. The foregoing shall apply with applicable changes to Purchase Orders among Customer and a Partner specifying different terms for late payments, tax liability, or indemnification obligations relating to such tax liability.

6. **PRIVACY AND SECURITY.**

- 6.1. **Data Privacy.** SentinelOne will store, access, and otherwise process Customer Data, including any Personal Data contained therein, in accordance with the Data Protection Addendum.
- 6.2. **Data Security.** SentinelOne has implemented and will maintain technical, organizational, and physical measures designed to protect Customer Data, as further described in the Data Protection Addendum.

7. **CONFIDENTIALITY.**

- 7.1. **Obligations.** The Receiving Party will maintain in confidence, during the term of this Agreement and for three (3) years following the expiration or earlier termination of this Agreement, all Confidential Information, and will not use such Confidential Information except as expressly permitted in this Agreement; provided that trade secrets shall be kept confidential unless and until they no longer qualify as trade secrets under applicable law. The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under this Agreement, and the Receiving Party will only disclose Confidential Information to its directors, officers, employees, Affiliates, and/or contractors who have a need to know such Confidential Information in order to assist the Receiving Party in performing its duties under this Agreement, and if such directors, officers, employees, Affiliates, and/or contractors have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than those contained in this Agreement. However, each Party may disclose the terms and conditions of this Agreement: (i) to legal counsel of such Party; (ii) to such Party's accountants, banks, financing sources and their advisors; (iii) in connection with the enforcement of its rights under this Agreement; or (iv) in connection with an actual or proposed merger, acquisition, or similar transaction.
- 7.2. **Exceptions.** Confidential Information will not include information that: (i) is in or enters the public domain through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of such third party's nondisclosure obligation. In addition, the Receiving Party may disclose Confidential Information that is required to disclose by law, or by a subpoena or order issued by a court of competent jurisdiction (each, an **"Court Order"**), provided that the Receiving Party shall: (a) give the Disclosing Party written notice of the Court Order promptly after receiving it; and (b) cooperate fully with the Disclosing Party to provide the Disclosing Party with the opportunity to interpose any objections it may have to disclosure of the information required by the Court Order and to seek a protective order or other appropriate relief. In the event of any dispute between the Parties as to whether specific information is within one or more of the exceptions set forth in this Section 7.2, Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).
- 7.3. **Remedies.** The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information will result in irreparable injury to the Disclosing Party that would not be adequately compensated by the payment of money damages. In addition to any other legal and equitable remedies that may be available, the Disclosing Party will be entitled to injunctive relief against any breach or threatened breach by the Receiving Party of the confidentiality obligations hereunder, from any court of

competent jurisdiction, without being required to show any actual damage or irreparable harm, to prove the inadequacy of its legal remedies, or to post any bond or other security.

8. REPRESENTATIONS, WARRANTIES AND REMEDIES.

- 8.1. General Representations and Warranties.** Each Party represents and warrants that: (i) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (ii) it has full corporate or organizational power and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; (iv) this Agreement is valid, binding, and enforceable against it in accordance with its terms; (v) it shall deliver (as to SentinelOne) and operate (as to Customer) the Solutions in material conformity with the Documentation and the terms herein; and (vi) it will perform its obligations under this Agreement in accordance with applicable federal or state laws or regulations.
- 8.2. Conformity with Documentation.** SentinelOne warrants that at any point in time during Customer's Subscription Term, the Current Release will substantially conform in all material respects with the Documentation. Customer must notify SentinelOne of a breach of this warranty in order for Customer to be entitled to remedies for such breach. Customer's sole and exclusive remedy for any breach of this warranty shall be, at SentinelOne's sole cost, for SentinelOne to use commercially reasonable efforts: (i) to provide Customer with an error-correction or workaround to remedy the non-conformity or to replace the non-conforming portions of the Solutions with conforming items; or (ii) to terminate the subscription and access to the non-conforming Solutions and refund applicable Fees for such pursuant to Section 11.3 (Effects of Termination). The above warranty will not apply: (a) if the Solutions are not used in compliance with the Documentation; (b) if any unauthorized modifications are made to the Solutions by Customer or any third party; (c) to the use of versions of the Solutions that are not the Current Release or the Solutions released immediately preceding the Current Release; (d) to defects due to accident, abuse, or improper use by Customer; or (e) to Evaluation or Early Adoption use of the Solutions.
- 8.3. Disclaimer.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 8, EACH PARTY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THIS AGREEMENT AND THE SOLUTIONS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, STATUTE, CUSTOM, USAGE, COURSE OF DEALING, OR OTHERWISE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), ACCURACY, NON-INFRINGEMENT, OR CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. SENTINELONE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, DETECT, OR IDENTIFY ALL THREATS, CONFIGURATION ERRORS, VULNERABILITIES, MALWARE, OR MALICIOUS SOFTWARE, OR THAT IT WILL RESTORE CONTROL OF SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD SENTINELONE RESPONSIBLE FOR ANY OF THE FOREGOING OR ANY CONSEQUENCES THEREOF. SENTINELONE DISCLAIMS ALL LIABILITY FOR CUSTOMER CREATED SCRIPTS AND CUSTOMER DIRECTED DATA MANAGEMENT. REPORTS GENERATED THROUGH CUSTOMER'S USE OF THE SOLUTIONS ARE PROVIDED AS-IS AND AS-AVAILABLE WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. THE SOLUTIONS ARE NOT DESIGNED OR INTENDED FOR USE IN ANY ENVIRONMENT WHERE FAILURE COULD RESULT IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ("SAFETY-CRITICAL USE"). SAFETY-CRITICAL USE INCLUDES, WITHOUT LIMITATION, LIFE SUPPORT DEVICES AND SYSTEMS, TRANSPORTATION VEHICLES, AIRCRAFT NAVIGATION, AIRCRAFT CONTROL, EQUIPMENT OR SYSTEMS FOR THE OPERATION OF NUCLEAR FACILITIES AND WEAPONS SYSTEMS.

9. INDEMNIFICATION OBLIGATIONS.

9.1. Infringement Indemnity. SentinelOne will at its cost and expense: (A) defend any claim asserted by a third party against Customer and Customer's directors, officers, employees, contractors, agents, or other authorized representatives ("Customer Indemnitees") to the extent alleging that the Solutions used in accordance with this Agreement infringe or misappropriate a third party's valid Intellectual Property Right ("IP Claims"); and (B) pay and indemnify any losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, costs (including reasonable attorneys' fees), or expenses of whatever kind, that are agreed to in a settlement by SentinelOne or are finally awarded by a court of competent jurisdiction as a result of the IP Claims (collectively, "Losses"). In the event of an IP Claim pursuant to this Section 9.1, SentinelOne may, at SentinelOne's option and at SentinelOne's expense: (i) obtain for Customer, the right to continue to exercise the license granted to Customer under this Agreement; (ii) substitute the allegedly infringing component for an equivalent non-infringing component; or (iii) modify the Solutions to make them non-infringing. If the options set forth in Section 9.1(i), (ii), or (iii) are not obtainable on commercially reasonable terms, SentinelOne may terminate this Agreement and will refund to Customer all prepaid Fees for the Solutions attributable to the Subscription Term (as outlined in the applicable Purchase Order) following the termination of this Agreement. SentinelOne's indemnification obligations do not extend to IP Claims or Losses arising from or relating to: (a) any act or omission of any Customer Indemnitees in breach of the Agreement; (b) any combination of the Solutions (or any portion thereof) by any Customer Indemnitees or any third party with any equipment, software, data, or any other materials where the infringement would not have occurred but for such combination, unless such combination is the customary, ordinary, and intended use of the Solutions; (c) any modification to the Solutions by any Customer Indemnitees or any third party where the infringement would not have occurred but for such modification; (d) the use of the Solutions by any Customer Indemnitees or any third party in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; or (e) the continued use of the Solutions after SentinelOne has provided a substantially equivalent non-infringing software or service.

9.2. Customer Indemnity. Customer will at its cost and expense: (A) defend any claim asserted by a third party against SentinelOne and SentinelOne's directors, officers, employees, contractors, agents, or other authorized representatives ("SentinelOne Indemnitees") to the extent arising from (i) Customer's use of the Solutions in breach of this Agreement; (ii) Customer's unauthorized use of any third party intellectual property; or (iii) Customer's breach of the Restrictions ("Indemnity Claims"); and (B) pay and indemnify any losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, costs (including reasonable attorneys' fees), or expenses of whatever kind, that are agreed to in a settlement by Customer or are finally awarded by a court of competent jurisdiction as a result of the Indemnity Claims.

9.3. Procedures. The indemnifying Party's indemnification obligations under this Section 9 for any claim covered under Sections 9.1 or 9.2 ("Claim") are conditioned upon the indemnified Party: (i) giving prompt written notice of the Claim to the indemnifying Party once the indemnified Party becomes aware of the Claim (provided that failure to provide prompt written notice to the indemnifying Party will not alleviate an indemnifying Party's obligations under this Section 9 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); (ii) granting the indemnifying Party the option to take sole control of the defense (including granting the indemnifying Party the right to select and use counsel of its own choosing) and settlement of the Claim (except that the indemnified Party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of the indemnified Party); and (iii) providing reasonable cooperation to the indemnifying Party and, at the indemnifying Party's request and expense, assistance in the defense or settlement of the Claim.

10. LIMITATION OF LIABILITY.

10.1. SUBJECT TO ANY SPECIFIC LIMITATIONS ON LIABILITY STATED IN THIS SECTION 10, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SENTINELONE (OR THE APPLICABLE PARTNER) IN THE 6-MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME OF THE FIRST EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES OR GIVING RISE TO A CLAIM.

- 10.2. SENTINELONE'S TOTAL AGGREGATE LIABILITY FOR SENTINELONE'S BREACH OF SECTION 6 (PRIVACY AND SECURITY) OR OF ANY OTHER OBLIGATION RELATING TO CUSTOMER DATA SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SENTINELONE (OR THE APPLICABLE PARTNER) IN THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME OF THE FIRST EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES OR GIVING RISE TO A CLAIM.**
- 10.3. THE LIMITATIONS SET FORTH IN SECTIONS 10.1 AND 10.2 SHALL NOT APPLY TO: (i) ANY BREACHES OF THE RESTRICTIONS; (ii) ANY BREACHES OF SECTION 7 (CONFIDENTIALITY) (EXCLUDING ANY BREACHES OF SENTINELONE'S OBLIGATIONS RELATING TO CUSTOMER DATA); OR (iii) TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.**
- 10.4. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, INTERRUPTION OF BUSINESS, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.**
- 10.5. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THE LIMITATIONS SET FORTH IN THIS SECTION 10 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

11. TERM, TERMINATION AND EFFECT OF TERMINATION.

- 11.1. Term.** The term of this Agreement will begin on the Effective Date and continue until all active Subscription Terms have expired per the notice provisions set out below or until earlier terminated pursuant to the terms of this Agreement. Customer's subscription to any Solutions shall be as stated in the first Purchase Order for such Solutions (the "Initial Subscription Term"), and thereafter the Solutions subscription shall renew for additional successive periods identical in length to the Initial Subscription Term or the term stated in the most recent Purchase Order ("Renewal Subscription Term" and collectively, "Subscription Term"), unless either Party notifies the other in writing no less than thirty (30) days prior to the close of the then-current Initial or Renewal Subscription Term of its intention not to renew. If Customer does not provide a timely notice of non-renewal or issue a Purchase Order for the Renewal Subscription Term, then the Fees for the Renewal Subscription Term shall be calculated at 120% of the most recent Purchase Order(s) for the applicable Solutions.
- 11.2. Termination.** In addition to SentinelOne's right to terminate this Agreement and all Solutions Addendums or the applicable Solutions Addendum and its corresponding Subscription Term pursuant to Section 9.1 (Infringement Indemnity), either Party may terminate this Agreement and all Solutions Addendums or the applicable Solutions Addendum and its corresponding Subscription Term, for cause, if the other Party: (i) materially breaches this Agreement (including an applicable Solutions Addendum) and does not cure such breach within thirty (30) days after its receipt of written notice of such breach; or (ii) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. Additionally, SentinelOne may terminate this Agreement and all Solutions Addendums or a specific Solutions Addendum and its corresponding Subscription Term immediately for cause by providing concurrent notice to Customer if SentinelOne believes that Customer is using the Solutions in any unauthorized manner likely to cause harm to SentinelOne, the Solutions or a third party. Product availability and access for Customer, including access or storage of any associated or retained data, shall only be made available during Subscription Term.
- 11.3. Effects of Termination.** Upon any termination or expiration of this Agreement and/or Solutions Addendum: (i) all rights and licenses granted to Customer under this Agreement and any applicable Solutions Addendum(s) will immediately terminate; (ii) all of SentinelOne's obligations under this Agreement and any applicable Solutions Addendum(s) (including, SentinelOne's performance of the

Singularity Support) will immediately cease; (iii) there will be no refund for any pre-paid and unused Fees as of the termination date (except where Customer terminates this Agreement under Section 11.2 (Termination) due to SentinelOne's material breach or where SentinelOne terminates this Agreement under Sections 8.2 (Conformity with Documentation) or 9.1 (Infringement Indemnity) herein, in which case any refunds shall be on a pro-rata basis for any remaining unused portion of a subscription left after such termination), and Customer will immediately pay SentinelOne any Fees due and payable under this Agreement as of the termination date; (iv) upon receiving a written request from the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all Confidential Information of the Disclosing Party then in its possession or destroy all copies of such Confidential Information, at the Disclosing Party's sole discretion and direction; (v) Customer will immediately cease all use of the Solutions and destroy and/or permanently delete all copies of any components of the Solutions in Customer's possession; and (vi) Customer will uninstall the Solutions immediately after termination of this Agreement or any applicable Solutions Addendum(s) and, upon SentinelOne's request, provide written confirmation of such uninstallation. SentinelOne reserves the right to investigate suspected violations of Customer's obligations under Sections 11.3(v) and 11.3(vi) herein. Customer will immediately confirm, in writing, that it has complied with these Sections 11.3(v) and 11.3(vi) at SentinelOne's request. In addition to and not in lieu of any rights SentinelOne may have under this Agreement or at law, reserves the right to invoice Customer monthly for any use of the Solutions after termination of this Agreement or any applicable Solutions Addendum(s) at a rate of 120% of the most recent Purchase Order(s) for use of the applicable Solutions. Notwithstanding any terms to the contrary in this Agreement, the Restrictions and Sections 4 (Ownership and Reservation of Rights), 6 (Privacy and Security), 7 (Confidentiality), 9 (Indemnification Obligations), 10 (Limitation of Liability), 11.3 (Effects of Termination) and 12 (General Provisions) will survive any termination of this Agreement.

12. GENERAL PROVISIONS.

- 12.1. Entire Agreement.** This Agreement, together with all terms attached or referenced herein (all of which are incorporated herein by reference), set forth the entire agreement and understanding of the Parties relating to Customer's subscription to the Solutions, and the Parties herein expressly agree that this Agreement supersedes all prior or contemporaneous potentially or actually conflicting terms in agreements, proposals, negotiations, conversations, discussions and/or understandings, whether written or oral, with respect to such subject matter and all past dealing or industry customs (including without limitation any nondisclosure agreement among the Parties relating to any prior use of the Solutions, any Quote or Purchase Order and/or another agreement among the Parties in connection with Customer's consideration and/or evaluation of the Solutions), excluding only any written agreement executed by SentinelOne, expressly referencing this Agreement and only to the extent expressly superseding specific terms in this Agreement. In the event of conflict, the terms in the applicable Solutions Addendum(s) shall supersede and take precedence over the terms in this Agreement.
- 12.2. Independent Contractors.** Neither Party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other Party, and the relationship between the Parties will only be that of independent contractors. Neither Party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.
- 12.3. Governing Law and Venue.** This agreement is governed by and shall be construed in accordance with the laws of the State of California, without regard to any conflict-of-law principles. Any claim, suit, action, or proceeding arising out of or related to this Agreement, any Purchase Order, or the Parties' relationship shall be instituted only in the federal or state courts located in Santa Clara County, California, and the Parties irrevocably consent to the exclusive jurisdiction of such courts in any such claim, suit, action, or proceeding. Prior to the filing or initiation of any action or proceeding relating to this Agreement, the Parties must participate in good faith mediation in Santa Clara County, California (except an action or proceeding required to protect or enforce a Party's Intellectual Property Rights). In any such claim, suit, action, or proceeding, the prevailing Party is entitled to reimbursement of its reasonable attorneys' fees and costs.

- 12.4. Publicity.** Customer agrees that SentinelOne may reference and use Customer's name and trademarks in SentinelOne marketing and promotional materials, including, but not limited to, the Site, solely for the purpose of identifying Customer as SentinelOne's customer. Otherwise, neither Party may use the trade names, trademarks, service marks, or logos of the other Party without the express written consent of the other Party.
- 12.5. Assignment.** Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned, or delegated by a Party, by operation of law or otherwise, without the prior written consent of the other Party and such consent shall not be unreasonably delayed or withheld. Any attempted transfer, assignment, or delegation without such consent will be void and without effect. Notwithstanding the foregoing, each Party may assign this Agreement to a successor of substantially all of its business or assets, whether by merger, sale of assets, sale of stock, sale of control, reorganization, or otherwise, with written notice to the other Party, provided that such successor-in-interest agrees in writing to assume all of the assigning Party's obligations under this Agreement, and provided further that any such successor-in-interest to Customer does not directly or indirectly compete with SentinelOne. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective representatives, heirs, administrators, successors, and permitted assigns.
- 12.6. Export Compliance.** The Solutions, Related Services and Products (as defined in the Singularity Terms), and all other components of the Solutions that SentinelOne may provide or make available to Customer for use by Customer's users are subject to U.S. export control and economic sanctions laws, including the Export Administration Regulations and trade and economic sanctions imposed by Office of Foreign Asset Control ("OFAC"). Customer agrees not to violate such laws and regulations as they relate to Customer's access to and use of the Solutions. Customer shall not access or use the Solutions if Customer is located in any jurisdiction in which the provision of the Solutions is prohibited under U.S. or other applicable laws or regulations, (each, a "**Prohibited Jurisdiction**"), and Customer agrees not to permit access to the Solutions to any government, entity, or individual located in any Prohibited Jurisdiction, or to any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC ("**Prohibited Person**"), or to any other person or entity in violation of any U.S. or other applicable export laws, regulations, embargoes, prohibitions, or restrictions. Customer agrees to comply with all applicable laws regarding the export or re-export of technology from the U.S. and the country in which Customer and users are located. Customer represents and warrants that neither Customer nor any of Customer's Affiliates is an entity that (i) is directly or indirectly owned or controlled by any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC, or (ii) is located in, or is directly or indirectly owned or controlled by any entity or individual located in, any Prohibited Jurisdiction.
- 12.7. Amendments and Waivers.** No modification, addition, deletion, or waiver of any rights under this Agreement will be binding on a Party unless made in a written agreement executed by a duly authorized representative of each Party. No failure or delay (in whole or in part) on the part of a Party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy, and no waiver of one breach or default or any delay in exercising any rights will constitute a waiver of any subsequent breach or default. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law.
- 12.8. Notices.** Any legal notice (whether this Agreement expressly states "written notice" or "notice") or communication required or permitted to be given hereunder must be in writing, signed or authorized by the Party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email or mailed by registered or certified mail, return-receipt requested, postage prepaid, in each case to the address of the receiving Party as identified in the signature box below, on a valid Purchase Order, in the case of SentinelOne to legal.notices@sentinelone.com, or at such other address as may hereafter be furnished in writing by either Party to the other Party. Such notice will be deemed to have been given as of the date it is delivered. Notice is effective on the earlier of five (5) days from being deposited for delivery or the date on the confirmed email or courier receipt.

12.9. Severability. If any provision of this Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any Party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

12.10. Force Majeure. Except for payments of Fees due under this Agreement, neither Party will be responsible for any failure to perform or delay attributable in whole or in part to any cause or event beyond its reasonable control, including but not limited to acts of God (e.g., fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service provided by any service providers used by SentinelOne, labor disturbances, vandalism, cable cuts, or any malicious or unlawful acts of any third party.


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

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

CUSTOMER: WV Office of Technology

SentinelOne, Inc.

Signature:



Name (Print): Meghan S. Shears

Title: CFO

Address: 1900 Kanawha Blvd, E 10th FL Bldg 5

Charleston, WV 25305

E-mail: meghan.shears@wv.gov

Date: 1/21/2025

Signature:



Name (Print): Jacob Rosoff

Title: Director - Commercial Legal - Americas

Address: 444 Castro St., Suite 400,

Mountain View, CA 94041

E-mail: Legal.notices@sentinelone.com

Date: Jan 16, 2025

SOLUTIONS ADDENDUM: SINGULARITY PLATFORM TERMS

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

1. DEFINITIONS.

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

2. LICENSE.

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

of this Agreement, SentinelOne hereby grants Customer a worldwide, non-transferable, non-exclusive license during the Subscription Term or any Evaluation Period to access, use, execute, install (as provided for by the applicable Purchase Order), store, and display the Singularity Platform (including Enhancements) solely in support of Customer's (and Customer's Affiliate(s)) internal business and security and operations, in accordance with the Documentation describing the permissible use of the Singularity Platform ("License"). The License granted herein is limited to the quantity of Endpoints as set forth in a valid Purchase Order. Customer agrees that in providing the Solution, SentinelOne reserves the right, but does not have the obligation, to monitor and access the Solutions to remediate suspected illegal activity and to prevent harm. SentinelOne will make the Solution's downloadable software available to Customer via download from the Site or other means determined by SentinelOne. The Solution may be capable of modifying, retrieving, exporting and deleting data on an ad-hoc or automated basis, and which is solely determined by the Customer and use of such functionality may retrieve Special Information. Customer acknowledges that because it fully controls this type of data retrieval it shall take sole responsibility for any data retrieved in this manner by its personnel.

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

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

4. ADDITIONAL TERMS FOR HARDWARE.

4.1. Applicability. This Section 4 shall only apply to Customer purchases of Hardware.

- 4.2. Title.** Hardware is shipped FOB Origin, and title to and risk of loss of Hardware transfers to Customer when delivered to the carrier. Notwithstanding the aforementioned, SentinelOne retains all right, title, and interest in the Singularity Platform software, and the intellectual property rights therein. No license or other implied rights of any kind are granted except for the limited right to access and use the Solution as described in these Singularity Terms.
- 4.3. Additional Restrictions.** In addition to the Restrictions stated in Section 3 of these Singularity Terms, Customer will not, and will not permit any third party to: (i) rent or lease the Hardware, unless otherwise expressly authorized by SentinelOne in writing; or (ii) transfer or copy the Singularity Platform software within the Hardware to, or use the Singularity Platform software on, any other product or device, including any second-hand or grey market hardware that Customer has not purchased from SentinelOne or a Partner.
- 4.4. Warranty.** In addition to any warranties found in the Agreement, SentinelOne warrants that the Hardware will perform in substantial conformance with the Documentation for a period of three years from the date of shipment from SentinelOne ("**Hardware Warranty Term**").
- 4.5. Warranty Exclusions.** SentinelOne shall have no liability for defects or damage to the Hardware that result from: (i) use of the Hardware other than in its normal and customary manner in accordance with the Documentation; (ii) modifications, alterations, and repairs to the Hardware not expressly authorized by SentinelOne in writing; (iii) physical, electrical abuse or neglect, misuse, or accidents; and (iv) damage caused during shipping; and (v) flood, fire, or other environmental faults. SentinelOne shall have no liability for loss or inadvertent disclosure of Customer Data stored or remaining on any Hardware returned to SentinelOne.

U.S. PUBLIC SECTOR ADDENDUM

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

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

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

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

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

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

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

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

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

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

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

5.1. Fees. The fees for the Solutions shall be set forth in one or more valid Purchase Orders between Customer and the Partner (“**Fees**”). No refunds or credits for paid Fees will be issued to Customer by SentinelOne, except as stated otherwise in Section 11.3 (Effects of Termination).

6. GSA CUSTOMERS ONLY: Section 5.3. Taxes of the Agreement shall be replaced with the following:

5.3. Taxes. Interest and taxes will be agreed to between Partner and Customer.

7. GSA CUSTOMERS ONLY: Section 7.3. Remedies of the Agreement shall include the following:

7.3. The foregoing is subject to GSAR 552.21-.4(w)(v).

8. GSA CUSTOMERS ONLY: Section 8.1(iii) of the Agreement shall be replaced with the following:

8.1(iii). the person signing the Purchase Order incorporating this Agreement on Customer's behalf has been duly authorized and empowered to enter into contracts on behalf of Customer, including authority to enter into this Agreement;

9. Section 8.2(iii) of the Agreement shall be replaced with the following:

8.2(iii). SentinelOne may suspend the provision of the Solutions until SentinelOne can reasonably ensure the quality of the Solutions and its conformity with the Documentation."

10. Section 9.1. Infringement Indemnity of the Agreement shall be replaced with the following:

9.1. Infringement Indemnity. SentinelOne will indemnify Customer and Customer's directors, officers, employees, contractors, agents, or other authorized representatives ("Customer Indemnitees") from and against any and all third-party claims, suits, actions or proceedings (each a "Claim") alleging that Customer's use of the Solutions infringes or misappropriates a third party's valid Intellectual Property Right. SentinelOne's sole indemnification obligations under this Section 9.1 shall be that SentinelOne will, at its expense, defend any such Claim by reason of Customer's use of the Solutions as permitted hereunder, subject to the requirements of 28 U.S.C. §516 or, if Customer is a state or local government entity, the applicable state statute governing control of litigation, and pay damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) finally awarded by a court of competent jurisdiction or included in a settlement approved by SentinelOne. In the event of a Claim pursuant to this Section 9.1, SentinelOne may, at SentinelOne's option and at SentinelOne's expense: (i) obtain for Customer, the right to continue to exercise the license granted to Customer under this Agreement; (ii) substitute the allegedly infringing component for an equivalent non-infringing component; or (iii) modify the Solutions to make them non-infringing. If (i), (ii), or (iii) is not obtainable on commercially reasonable terms, SentinelOne may terminate this Agreement, after providing Customer a reasonable time (no less than 30 days) to transition to an alternative solution, unless SentinelOne determines in its reasonable discretion that such use of the Solutions will likely result in infringement and in such case may terminate this Agreement effective immediately with concurrent written notice to Customer. In the event of a termination of this Agreement pursuant to this Section 9.1, all rights and licenses with respect to the Solutions will immediately cease. SentinelOne's indemnification obligations do not extend to Claims arising from or relating to: (a) any negligent or willful misconduct of any Customer Indemnitees; (b) any combination of the Solutions (or any portion thereof) by any Customer Indemnitees or any third party with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination, unless such combination is the customary, ordinary, and intended use of the Solutions; (c) any modification to the Solutions by any Customer Indemnitees or any third party where the infringement would not have occurred but for such modification; (d) the use of the Solutions by any Customer Indemnitees or any third party in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; or (e) the continued use of the Solutions after SentinelOne has provided a substantially equivalent non-infringing software or service. To the extent permitted by law, this Section 9.1 states Customer's exclusive remedy for any Claims."

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

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

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

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

13. Section 9.3. Procedures of the Agreement shall include the following:

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

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

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

15. GSA CUSTOMERS ONLY: Section 11.1. Term of the Agreement shall be replaced with the following:

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

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

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

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

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

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

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

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

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

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

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

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

12.10. Force Majeure. Neither Party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc., civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service provided by any service providers being used by SentinelOne, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party. If Customer is a GSA Customer, excusable delays shall be governed by FAR 52.212-4(f).

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

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

Third-Party Subprocessors For the SentinelOne Data-Protection Addendum

Singularity XDR Platform

Name	Activity	Registered Address	Country of Processing
Amazon Web Services, Inc.	Hosting and storage systems provider	410 Terry Avenue North, Seattle, WA 98109	Dependent upon customer configuration
Google, LLC	Hosting and storage systems provider	1600 Amphitheatre Pkwy, Mountain View, CA 94043	Dependent upon customer configuration
Twilio, Inc.	Email notification services	375 Beale St., #300, San Francisco, CA 94105	United States
Zimperium, Inc.	Hosting, storage systems, and services provider (Singularity Mobile)	4055 Valley View Ln., Suite 300, Dallas, TX 75244	United States

Purple AI

Name	Activity	Registered Address	Country of Processing
Microsoft Azure	LLM Hosting	6880 Sierra Center Pkwy Reno, Nevada 89511	Dependent upon customer configuration
OpenAI	LLM Hosting	3180 18th St Ste 100 San Francisco, CA 94110	United States
Amazon Web Services, Inc.	LLM Hosting	410 Terry Avenue North Seattle, WA 98019	United States
Google, LLC	LLM Hosting	1600 Amphitheatre Pkwy Mountain View, CA 94043	United States

Threat Services

Name	Activity	Registered Address	Country of Processing
Amazon Web Services, Inc.	Hosting and storage systems provider	410 Terry Avenue North Seattle, WA 98109	Dependent upon customer configuration
Google, LLC	Hosting and storage systems provider	1600 Amphitheatre Pkwy, Mountain View, CA 94043	Dependent upon customer configuration
Monday.com Ltd.	Account management	6 Yitzhak Sadeh St., Tel-Aviv 6777506, Israel	Israel
ShareFile, LLC	Tool for transferring large files needed for triage	851 West Cypress Rd., Ft. Lauderdale, FL 33309	United States
Slack Technologies, Inc.	Customer communications and data transfer (only if customer consents to use)	500 Howard St., San Francisco, CA 94105	United States

Torq Technologies Ltd.	Security alert automation services	411 NW Park Ave., Suite 500, Portland, OR 97209	United States
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Support, Deployment, & Health Services

Name	Activity	Registered Address	Country of Processing
Amazon Web Services, Inc.	Hosting and storage systems provider	410 Terry Avenue North Seattle, WA 98109	Dependent upon customer configuration
Atlassian, Inc.	Platform for support ticket escalation management	350 Bush St., Floor 13, San Francisco, CA 94104	United States
Five9, Inc.	Customer call routing and management	3001 Bishop Drive, Suite 350, San Ramon, CA 94583	United States
Google, LLC	Hosting and storage systems provider	1600 Amphitheatre Pkwy, Mountain View, CA 94043	Dependent upon customer configuration

Salesforce, Inc.	Platform and services for support ticket management	415 Mission St, 3rd Floor, San Francisco, CA 94105	United States
ShareFile, LLC	Tool for transferring large files during support session	851 West Cypress Rd., Ft. Lauderdale, FL 33309	United States
Twilio, Inc.	Email notification services	375 Beale St., #300, San Francisco, CA 94105	United States
Zendesk, Inc.	Platform and services for support ticket management	1019 Market Street 6th Floor - San Francisco, CA	United States

SentinelOne Affiliate Subprocessors

Name	Country of Operation	Address
Sentinel Labs Israel Ltd	Israel	121 Menachem Begin Road, Sarona Tower, 38th Floor, Tel Aviv

Sentinel Labs Limited	United Kingdom	Fourth Floor, St James House, St James Square, Cheltenham, GL50 3PR
SentinelOne Japan KK	Japan	2-1-3 Nihonbashi, Chuo-ku, Tokyo
Sentinel Labs Pte Limited	Singapore	12 Tannery Road #10-01, HB Centre 1, Singapore 347722
Sentinel Labs Australia Pty Ltd	Australia	c/o McCullough Robertson, Level 32, MLC Centre, 19 Martin Place, Sydney, NSW 2000
Scalyr, LLC	United States	444 Castro Street, 4th Floor, Mountain View, CA 94041
SentinelOne CZ s.r.o	Czech Republic	Karolinská 707/7, Karlín, 186 00 Praha 8
SentinelOne GmbH	Germany	Prielmayerstrasse 3, 80335 Munchen
SentinelOne B.V.	Netherlands	Strawinskylaan 4117, 1077ZX Amsterdam

EPP Sentinel Research Labs France SAS	France	23 Rue Balzac, 75008 Paris
SentinelOne Denmark ApS	Denmark	C/O Crowe Rygårds Allé 104 2900 Hellerup, Denmark
SentinelOne Italy Srl	Italy	Milano (MI) Via Ceresio 7 CAP 20154
SentinelOne Cybersecurity Ireland Limited	Ireland	70 Sir John Rogerson's Quay, Dublin 2
SentinelOne Poland Sp Z o.o.	Poland	ul. Piękna 18, 00-549 Warsaw
SentinelOne Korea, LLC	South Korea	302 Teheran-ro, Gangnam-gu, Seoul
SentinelOne Costa Rica, S.R.L.	Costa Rica	San José-Santa Ana, Pozos, Radial Santa Ana-San Antonio de Belén kilómetro tres, Centro Empresarial vía Lindora, Edificio BLP Abogados quinto piso

QUOTE

Created Date: 1/21/2025
Expiration Date:8/3/2025

Next Generation
End Point Protection



SentinelOne Inc.
444 Castro Street Suite 400
Mountain View, California 94041
United States
Phone: (855) 868-3733

Opportunity Type: Renewal
Quote Type: Direct
Quote: Q-322578-1
Quote Owner: Stefanie Dunn
Quote Owner Email: stefanie.dunn@sentinelone.com

Currency: USD
Billing Frequency: Prepaid In Full
Payment Terms: Net 30

End User:

State of West Virginia
1900 Kanawha Blvd E
BLDG 5, 10th Floor
Charleston, West Virginia 25305
United States

Renewal

PRODUCT CODE	DESCRIPTION	DATES	QUANTITY	TERM (MONTHS)	LINE TYPE	ANNUAL LIST PRICE	DISC	ANNUAL UNIT PRICE	TERM UNIT PRICE	AMOUNT
PF-PLT-FF-T1-S	Singularity Platform. Access to the Singularity Platform, includes initial SDL Ingest	Dec 18,2024 - Jan 5,2026	1	13	Renewal	\$1,600.00	FREE	\$0.00	\$0.00	\$0.00
S1-CMP-EN-T7-S	Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Standard Support Plan	Dec 18,2024 - Jan 5,2026	2,000	13	Renewal	\$41.73	35.06%	\$27.10	\$29.36	\$58,720.00

PRODUCT CODE	DESCRIPTION	DATES	QUANTITY	TERM (MONTHS)	LINE TYPE	ANNUAL LIST PRICE	DISC	ANNUAL UNIT PRICE	TERM UNIT PRICE	AMOUNT
S1-CMP-EN-T7-S	Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Standard Support Plan	Dec 18,2024 - Jan 5,2026	7,000	13	Renewal	\$41.73	35.06%	\$27.10	\$29.36	\$205,520.00
S1-CMP-EN-T7-S	Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Standard Support Plan	Dec 18,2024 - Jan 5,2026	11,000	13	Renewal	\$41.73	35.06%	\$27.10	\$29.36	\$322,960.00

License True-Up

PRODUCT CODE	DESCRIPTION	DATES	QUANTITY	TERM (MONTHS)	LINE TYPE	ANNUAL LIST PRICE	DISC	ANNUAL UNIT PRICE	TERM UNIT PRICE	AMOUNT
S1-CMP-EN-T7-S	Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Standard Support Plan	Dec 18,2024 - Jan 5,2026	1,500	13	Upsell	\$41.73	35.06%	\$27.10	\$29.36	\$44,040.00

Grand Total: \$631,240.00

Terms & Conditions

This Quote is for the customer designated above ("Customer") and SentinelOne, Inc. ("SentinelOne") who have entered into a SentinelOne Master Subscription Agreement ("MSA") (found here: www.sentinelone.com/legal/master-subscription-agreement) or other applicable signed agreement by and between Customer and SentinelOne (e.g, Managed Security Services Provider Agreement or other applicable agreement) (collectively, the "Agreement") for the Solutions or Services (as both defined in the MSA) that are listed in this Quote. By executing this Quote or submitting a valid Purchase Order referencing this Quote, the entity executing the Quote for Customer represents that the Customer accepts the Agreement, including the Subscription Term, pricing information and other information contained herein, and any other applicable agreements for the specific Solutions and Services as are detailed here: <https://www.sentinelone.com/legal>.

Start and end dates shall be binding only if they are listed as a "Required Start Date" in the Purchase Order. Otherwise, the start and end dates shown on the line item(s) are non-binding estimates subject to change and the start and end dates will be based on the actual fulfillment date(s) of the relevant Product(s) and/or Services(s).

By Signing this Quote and/or submitting a valid Purchase Order with SentinelOne referencing the Quote Number herein, Customer hereby agrees that this Quote and the MSA or the Agreement between Customer and SentinelOne are the complete, final and exclusive terms and conditions governing Customer's license and/or use of the Solutions and supersede any other agreement/purported terms of any type, including without limitation, the terms of any Purchase Order or similar ordering document not signed by SentinelOne, and regardless of any statement in such other document to the contrary.

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