SENTINELONE MANAGED SECURITY SERVICE PROVIDER (MSSP) AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF SENTINELONE SOLUTIONS, ASSOCIATED SENTINELONE TECHNOLOGY AND SUPPORTING DOCUMENTATION. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SCHEDULE THAT REFERENCES THIS AGREEMENT OR UPON YOUR USAGE OF THE SENTINELONE SOLUTIONS AND ASSOCIATED SENTINELONE TECHNOLOGY AND SUPPORTING DOCUMENTATION, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE SENTINELONE SOLUTIONS, ASSOCIATED SENTINELONE TECHNOLOGY AND SUPPORTING DOCUMENTATION. THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THAT THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY.

This SentinelOne MSSP Agreement ("**Agreement**") is made and entered into as of the date of the Schedule (the "**Effective Date**") by and between ConnectWise, LLC or one of its Affiliates (collectively "ConnectWise")and the managed security service provider ("**MSSP**", "**Client**" or "**you**") whose name appears on the Schedule between MSSP and ConnectWise for the provision of SentinelOne Solutions and associated SentinelOne Technology and supporting Documentation which are made available by Sentinel Labs, Inc. or one of its Affiliates (collectively "SentinelOne"). Each of SentinelOne and MSSP may sometimes be referred to herein as a "**Party**" and together "**Parties**."

Background:

  Whereas, ConnectWise offers the SentinelOne Solutions and associated SentinelOne Technology and supporting Documentation (each, as defined below);

  Whereas, MSSP seeks to provide Managed Services in relation to the Solutions to Customers, subject to the terms herein; and

  Whereas, SentinelOne agrees to grant MSSP the rights to participate in the SentinelOne Program, provided MSSP agrees to comply with the terms and the Program requirements outlined herein.

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Certain Definitions.** Certain capitalized terms used in this Agreement shall have the meaning assigned to such terms where defined, and if not defined in this Agreement, shall have the meaning assigned to such terms in the SentinelOne Terms of Service. The terms defined in this Section 2 shall mean as follows:

  1.1. "**Active Endpoint**" means an Endpoint where the Endpoint Component of the Solution has been installed and is connected to a Solutions' management console, and not deactivated/uninstalled.

  1.2. "**Affiliate**" means any entity controlling, controlled by, or under common control with a Party, whereby "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise).

  1.3. "**Customer(s)**" mean any third party who uses the Solutions or any component of the Solutions through the MSSP and to whom MSSP provides any component of the Solutions (including via download of the Endpoint Components of the SentinelOne Solutions to the Customer Endpoint(s)).

  1.4. "**Customer Data**" means all Customer data and information which is uploaded to, processed by and/or stored within the Solutions via Customer's use of the Solutions, directly or via MSSP's operation of the Solutions on behalf of Customer.

  1.5. "**Distributor**" means a legal entity which is authorized by SentinelOne to resell the SentinelOne Solutions to Customers through Resellers and MSSPs. ConnectWise is a Distributor;

  1.6. "**Documentation**" means the written and/or electronic end user or technical documentation, including but not limited to documents, images, recordings and/or videos specifying the functionalities of the SentinelOne Solutions made available by SentinelOne through the SentinelOne website (www.sentinelone.com) ("**Site**") or otherwise, updated by SentinelOne from time-to-time in the normal course of business.

  1.7. "**Endpoint(s)**" means physical or virtual hardware devices or end points that can process data.

  1.8. "**Endpoint Component(s)**" shall mean the software components of the Solutions which can be downloaded to Endpoints.

1.9. "**Enhancements**" mean any and all fixes, patches, bug fixes or any new or modified features added to, or augmenting or otherwise modifying the Solutions or other updates, modifications, refinements and/or enhancements to the Solutions made available by SentinelOne at no additional charge.

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. "**Laws**" means, collectively, any and all laws, statutes, ordinances, regulations and other types of government authority, promulgated under such authority anywhere in the world;

1.12. "**Managed Services**" mean the delivery, operation, management, support or use of the Solutions by MSSP on behalf of or for the benefit of any Customer.

1.13. "**MSSP Data**" means all MSSP data and information which is uploaded to, processed by and/or stored under the terms of this Agreement by SentinelOne or within the Solutions as a result of MSSP's use of the Solutions.

1.14. "**MSSP Assets**" mean any MSSP technology, products, services and/or other assets owned and/or rightfully used by MSSP outside of this Agreement, including all Intellectual Property Rights related to the forgoing. MSSP Assets may include any software, hardware, processes, services owned and/or used by MSSP in providing the Managed Services. For clarity, MSSP Assets specifically excludes SentinelOne Technology (including the Solutions, API(s), and any Feedback provided by MSSP to SentinelOne).

1.15. "**MSSP Support Policy**" shall mean the SentinelOne MSSP Support Policy as updated from time to time and forming part of Solutions Terms. The current version of the MSSP Support Terms is attached herein and marked as Addendum B and the most current version of the MSSP Support Policy is available at SentinelOne's Partner Portal, a link to which can be found on the Site, as may be updated from time to time by SentinelOne in its sole discretion.

1.16. "**Partner Program**" or "**Program**" means the SentinelOne Partner Program which describes SentinelOne partners' rights and obligations with regard to the provision of Managed Services with respect to the SentinelOne Solutions (the current version of such Partner Program attached herein and marked as Addendum A, as may be updated from time to time by SentinelOne in its sole discretion). An updated version of the MSSP Program can be found at SentinelOne's Partner Portal on the Site.

1.17. "**SentinelOne Solutions**" or "**Solutions**" shall mean the SentinelOne's malware protection, detection and remediation solutions, together with the software underlying such products and services and any Enhancements provided to Customer through MSSP.

1.18. "**SentinelOne Technology**" means any and all of SentinelOne's technology (including the Solutions, Solutions MSSP Tools, SentinelOne APIs, Components, and any related software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, Documentation, designs and other tangible or intangible technical material or information), any subsequent updates or upgrades of any of the foregoing;

1.19. "**Terms of Service**" or "**Terms,**" mean the standard terms of service among SentinelOne and its customers subscribing to the Solutions, available at https://www.sentinelone.com/terms-of-service/, as may be amended from time to time by SentinelOne in accordance in its sole discretion.

1.20. "**Solutions MSSP Tools**" mean any tools provided to MSSP by SentinelOne to facilitate MSSP's ability to provide Managed Services with respect to the Solutions to Customers, including without limitation, SentinelOne API ("**SentinelOne API**"), defined herein as SentinelOne application programming interface provided to MSSP (if any) that permit MSSP to access certain functionalities provided or made available by the Solutions, including those that enable MSSP to develop interfaces to or integrations with Third Party Products. "**Server Components**" means the server components of the Solutions which may either operate via hosted web services, or as on-prem solution which may be installed on non-SentinelOne servers, subject to SentinelOne written consent on a case by case basis (Server Components and Endpoints Components, together, "**Components**").

1.21. "**Solutions Terms**" means a written agreement among MSSP and Customers entered among MSSP and such Customers for the provision of Managed Services which involve the Solutions.

1.22. "**Third Party Products**" shall mean any third-party products, applications, services, software, networks, systems, directories, websites, databases and/or information which may be linked to or integrate with the Solutions.

2. **Appointment; Territory; Program Requirements; Good Business Practices**.

2.1. **Appointment.** Subject to MSSP's ongoing compliance with this Agreement and the Program, MSSP is hereby appointed as a managed security service provider partner of the Solutions.

2.2. **Delivery of Solutions**. The Solutions will be made available to MSSP electronically, via download from SentinelOne's website or other means determined by SentinelOne.

2.3. **Compliance with Good Business Practices; Laws.** MSSP agrees to comply with good business practices and all applicable laws and regulations relevant to this Agreement and the subject matter of this Agreement (including in connection with the provision of Managed Service), including to the extent applicable, all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials Act, the UK Bribery Act 2010 , all applicable privacy laws, all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority, including but not limited to the U.S. Export Administration Regulations, the UK Export Control Act 2002.

2.4. **Agreement among MSSP and Customers.** MSSP shall provide the Managed Services under the Solutions Terms, which shall incorporate all material terms of this Agreement, and limit SentinelOne's obligations and liabilities with respect to Customers' subscription to the Solutions such that SentinelOne's liability is limited to not exceed its liabilities and obligations detailed in the Terms of Service.

2.5. **Feedback.** As requested by SentinelOne from time to time or independently, MSSP shall provide verbal and/or written suggestions, comments or other feedback related to the Solutions, including, without limitations, design input and/or troubleshooting or other assistance provided in response to support requests ("**Feedback**"). MSSP agrees to make a reasonable effort to provide such Feedback to SentinelOne as appropriate under the circumstances in each case, and MSSP hereby assign to SentinelOne all right, title and interest in and to such Feedback. All Feedback is provided "AS IS," and MSSP makes no warranties whatsoever about any Feedback.

3. License; Restrictions.

3.1. **Standard Managed Service License.** Subject to the terms and conditions of this Agreement, during the Term of this Agreement SentinelOne grants MSSP a non-transferable, non-sublicensable, non-exclusive license to: (a) demonstrate the Solutions features and functionality to potential customers, (b) implement the SentinelOne Server Components of the SentinelOne Solutions on behalf of Customers; (c) access, distribute and install (directly or indirectly) the Endpoint Components of the Solutions on Endpoints owned or controlled by Customer; (d) manage, access and use the Solutions on behalf of Customers, solely in accordance with the Documentation and the terms of this Agreement; and (e) use the Solutions to support Customers as contemplated herein, provided with respect to all rights specified in (a)-(d) above, all such rights are granted solely in connection with MSSP's delivery of Managed Services to Customers. SentinelOne expressly retains all rights not expressly granted to MSSP under this Agreement, including, without limitations, the right to market and sell its products and/or services in the Territory and directly or through other SentinelOne partners. MSSP may provide the Managed Services through an Affiliate. Where the MSSP provides the Managed Services through an Affiliate, the MSSP shall remain responsible and liable under the terms of this Agreement.

3.2. **Use and Access to the Solutions by Customers.** MSSP must ensure that prior to any delivery, download or distribution of any component of the Solutions to Customers (or any Customers systems or Endpoints), allowing a trial of the Solutions or provision of any Managed Services to Customers, MSSP and Customers shall enter a written form of the Solutions Terms which shall include: (a) restrictions on use of the Solutions identical or substantially similar to the restrictions detailed in Section 4.7 (a)-(l); (b) license limitations commensurate with the limitations in Section 4.1; and (c) binding, comprehensive and clear language limiting the liability of SentinelOne with respect to any claims arising out of Customer's use of the Solutions or receipt of MSSP Services at levels not exceeding the liability limitations assumed by SentinelOne under the Terms of Service. To the extent MSSP fails to include such limitation of liability language in the Solutions Terms, then MSSP's indemnification obligations to SentinelOne with respect to any Customers claims relating to such Customers use of the Solutions and/or receiving MSSP Services shall be unlimited under Section 9.2(e). Subject to the terms and conditions of this Agreement, and during the Term of this Agreement, SentinelOne grants MSSP a non-transferable, non-sublicensable, and non-exclusive right to allow Customers to access and use the Solution(s) and use the Solutions as MSSP, solely in the context of evaluating the Solutions or receiving MSSP Services from MSSP. MSSP agrees that any such access and use of the Solutions by Customers will be removed/terminated by MSSP upon any conclusion or termination of the relevant evaluation or MSSP Services, unless the Customer purchases a direct license from SentinelOne for continued use of the Solution(s) under the Terms of Service. MSSP agrees that MSSP shall be responsible for Customer's access and use of the Solutions and Customer's compliance with the restrictions on use identified herein.

3.3. **Installation of On-Prem Server Components of Solutions on Customer or MSSP Systems**. Subject to the terms and conditions of this Agreement (including the specific approvals and reporting requirements stated herein with respect to the same), and during the Term of this Agreement, SentinelOne grants MSSP a non-transferable, non-sublicensable, non-exclusive license to install the on-prem Server Components of the Solution onto Customer or MSSP systems, but only to the extent written approval has been obtained from SentinelOne with respect to the specific installation on behalf of the specific Customer, MSSP has control over the installation and removal of the on-prem Server Components (contractual control is sufficient), and only if the Customer name and location of installation and other mutually agreed information is disclosed in advance of such installation so that tracking of the implementation and the Active Endpoints is enabled.

3.4. **MSSP Users.** It is the responsibility of the MSSP to ensure that all individual users whom are provided access to the Solutions by or on behalf of MSSP ("**MSSP Users**") are accessing, deploying, using and delivering the Solutions under a valid, binding Solutions Terms and in accordance with the terms of this Agreement. MSSP agrees that all actions or inactions of MSSP Users (including any Customer personnel as relevant) shall be deemed an action or inaction by MSSP and MSSP agrees that it is liable and responsible for any action or inaction of the MSSP Users in violation of the terms of this Agreement. For clarity, MSSP is responsible for all activities under the instances of the Solutions managed and enabled by MSSP Users and MSSP is responsible

for identifying and authenticating all the MSSP Users that MSSP authorizes to use the Solutions, for preventing unauthorized access by MSSP Users, and for maintaining the confidentiality of usernames, passwords and account information. SentinelOne is not responsible for any harm caused by MSSP Users, including unauthorized persons who manage to gain access to the instance of the Solutions managed by MSSP, whom have gained access to usernames, passwords and accounts under MSSP or MSSP Users' control and management. MSSP further agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Solutions. MSSP agrees to notify SentinelOne immediately of any unauthorized use of the Solutions.

3.5. **Use of Solutions MSSP Tools.** Subject to the terms and conditions of this Agreement and to mutually executing a separate Solutions MSSP Tools Agreement with SentinelOne, and during the Term of this Agreement, MSSP may access and use the Solutions MSSP Tools during the Term of this Agreement and in accordance with the relevant Solutions MSSP Tools agreements and other Documentation provided, solely to facilitate certain functionalities (such as integrations) provided by the Solutions, or to develop contemplated interfaces or integrations between the Solutions and Third Party Products.

3.6. **Evaluations.** If a potential Customer requests to conduct an evaluation of the Solutions ("**Evaluation**"), the following shall apply (notwithstanding any contrary term specified in any other sections of this Agreement): MSSP may (a) implement the Solutions on up to fifty (50) Endpoints; (b) use the Solutions to conduct an evaluation; and (c) permit the Customer access to use the Solutions for a maximum of thirty (30) days ("**Evaluation Period**") under the Solutions Terms (in each of (a)-(c), unless otherwise is approved in writing on a case by case basis by SentinelOne), and solely for the limited purpose of allowing the relevant Customer to evaluate the SentinelOne Solutions and MSSP's Managed Services. SentinelOne's support of MSSP in connection with such Evaluation is optional and at SentinelOne's sole discretion. Upon expiration of the Evaluation Period, unless Customer has agreed to purchase MSSP Services from MSSP, MSSP must delete all components of the Solutions from the potential Customer's Endpoints and systems (decommissioning the Endpoints) or any other Solution components delivered or made available as part of the Evaluation. MSSP understands that if Endpoints Components are not uninstalled and removed from the Customer Endpoints by the MSSP after the Evaluation Period expires, then, SentinelOne may charge MSSP the applicable monthly fees associated with the Active Endpoint(s) as detailed herein. NOTWITHSTANDING ANYTHING ELSE HEREIN, THE SOLUTIONS AND ALL COMPONENTS IMPLEMENTED AS PART OF ANY EVALUATION ARE PROVIDED "AS IS", AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, SENTINELONE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. IN CONNECTION WITH ANY EVALUATION. MSSP AND THE CUSTOMER ASSUME ALL RISK AS TO THE RESULTS OF PERFORMANCE OF THE SOLUTIONS AND DISTRIBUTOR AND SENTINELONE SHALL HAVE NO LIABILITY TO MSSP OR THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY DOWNTIME, OR FAILURES OF THE SOLUTION, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, LOSS OF PROGRAMS OR INFORMATION OR OTHER INTANGIBLE LOSS ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SOLUTIONS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THAT SUCH DAMAGES ARE FORESEEABLE. SENTINELONE IS ALSO NOT RESPONSIBLE FOR CLAIMS BY ANY THIRD PARTY. DISTRIBUTOR AND SENTINELONE'S MAXIMUM AGGREGATE LIABILITY TO MSSP OR ANY CUSTOMER WITH RESPECT TO ANY EVALUATION SHALL NOT EXCEED US $100. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED, THE LIABILITY OF DISTRIBUTOR AND SENTINELONE IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE FOREGOING LIMITATION ON LIABILITY SHALL NOT APPLY TO THE PARTIES OBLIGATIONS UNDER SECTION 5 (CONFIDENTIALITY).

3.7. **Restrictions**. Except as expressly authorized by this Agreement, MSSP may not (and shall not permit or cause any third party, including the Customer or any MSSP User to) do any of the following: (a) modify, disclose, alter, translate or create derivative works of the SentinelOne Technology (or any components thereof) or any accompanying Documentation; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the SentinelOne Technology (or any components thereof) or any a Documentation; (c) disassemble, decompile or reverse engineer the SentinelOne Technology (except to the extent and for the express purposes authorized by any and all applicable federal or state laws or regulations); (d) use the SentinelOne Technology in any illegal way, in violation of any law or regulation or third party property or personal right, including, to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party property, personal or privacy rights; (e) use the SentinelOne Technology to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (f) copy, frame or mirror any part or content of the SentinelOne Technology; (g) access or use the SentinelOne Technology to build a competitive product or service, or copy any features or functions of the SentinelOne Technology; (h) interfere with or disrupt the integrity or performance of the SentinelOne Technology; (i) attempt to gain unauthorized access to the SentinelOne Technology or their related systems or networks or to another user account; (j) disclose to any third party or publish in any media any performance information or analysis relating to the SentinelOne Technology without consent of Sentinel One (except that MSSP may share such information with its Customer under obligations of confidentiality at least as strict as the confidentiality obligations under Section 5 of this Agreement) ; (k) remove, alter or obscure any proprietary notices in or on the

SentinelOne Technology any MSSP accompanying Documentation, including copyright notices (l) probe, scan or test the vulnerability of the Solutions, or take any action in an effort to circumvent the Solutions; test the vulnerability of the SentinelOne Technology, breach the security or authentication measures on the SentinelOne Technology, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the SentinelOne Technology, such as a denial of service attack; (m) make unauthorized, false or misleading or illegal statements concerning the subject matter of this Agreement, including the Solutions; (n) access or use the Solutions on behalf of any third party without obtaining valid authorization from such third party; (o) white label the Solutions or rename the Solutions or imply that MSSP is the owner of Solutions or otherwise falsely represent the relationship between SentinelOne and MSSP. All restrictions stated herein with respect to SentinelOne Technology apply to any components of the SentinelOne Technology. There are no implied licenses granted by SentinelOne under this Agreement.

 3.8. **Ownership and Reservation of Rights**. As between the Parties, SentinelOne reserves all right, title, and interest in and to the SentinelOne Technology, including the Solutions and any and all Intellectual Property Rights embodied therein. SentinelOne reserves all rights not expressly granted in this Agreement, no licenses are granted under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement. As between the Parties, MSSP reserves all right, title and interest in and to the MSSP Assets and any and all Intellectual Property Rights embodied therein.

4.   **Confidentiality**.

 4.1. **Definition.** "**Confidential Information**" means all information or material disclosed (whether in oral, written, or other tangible or intangible form) by one party, its Affiliates or its contractors or agents (the "**Disclosing Party**") to the other party, its Affiliates, or its contractors or agents (the "**Receiving Party**") concerning or related to this Agreement or the Disclosing Party (whether before, on or after the Effective Date) that the Receiving Party knows or reasonably should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party, is confidential information of the Disclosing Party. The Parties agree that, without limiting the foregoing, the SentinelOne Solutions (and any performance data, benchmark results, and technical information relating thereto), the Documentation, the Partner Guide, and SentinelOne's pricing information shall be deemed the Confidential Information of SentinelOne.

 4.2. **Obligations.** Except as expressly authorized herein, the Receiving Party agrees to: (i) use the Confidential Information of the Disclosing Party only to perform hereunder (including providing the features and services associated with the normal use of the SentinelOne Solutions) or exercise rights granted to it hereunder; (ii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (iii) disclose the Disclosing Party's Confidential Information only to those employees , contractors, customers of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee, contractor, or customer shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Agreement, and the Receiving Party shall remain liable for any non-compliance of such employee, contractor, or customer with the terms of this Agreement. Each party agrees that the terms and conditions of this Agreement will be treated as Confidential Information of both Parties and will not be disclosed to any third party; provided, however, that each party may disclose the terms and conditions of this Agreement: (a) to legal counsel of such party; (b) to such party's accountants, banks, financing sources and their advisors; (c) in connection with a dispute or the enforcement of this Agreement or rights under this Agreement; or (d) in connection with an actual or proposed merger, acquisition, or similar transaction.

 4.3. **Exceptions.** Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently, and without use of or reference to, the Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. In addition, the Receiving Party may disclose Confidential Information that is required to disclose by law or by a subpoena or order issued by a court of competent jurisdiction (each, an "**Legal Order**"), but solely on the conditions that the Receiving Party: (i) gives the Disclosing Party written notice of the Order within 24 hours after receiving it; and (ii) cooperates fully with the Disclosing Party before disclosure to provide the Disclosing Party with the opportunity to interpose any objections it may have to disclosure of the information required by the Legal Order and seek a protective order or other appropriate relief. In the event of any dispute between the Parties as to whether specific information is within one or more of the exceptions set forth in this Section, Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

 4.4. **Remedies.** The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information will result in irreparable injury to the Disclosing Party, which injury could not be adequately compensated by the payment of money damages. In addition to any other legal and equitable remedies that may be available, the Disclosing Party will be entitled to seek and obtain injunctive relief against any breach or threatened breach by the Receiving Party of the confidentiality obligations hereunder, from any court of competent jurisdiction, without being required to show any actual damage or irreparable harm, prove the inadequacy of its legal remedies, or post any bond or other security.

5.   **Security and Privacy.**

5.1.   **Processing Limitations and Security Obligation.** In providing the Solutions, the parties will: (i) store, process and access Customer Data and MSSP Data only to the extent reasonably necessary to provide the Solutions, and to improve the Solutions, (ii) implement and maintain commercially reasonable technical, physical and organizational measures to protect the security, confidentiality and integrity of MSSP Data and Customer Data hosted by MSSP, SentinelOne or SentinelOne authorized third parties from unauthorized access, use, alteration or disclosure. MSSP shall be fully responsible and liable for any Customer Data collected directly by the MSSP, including but not limited to, securely maintaining password and properly configuring the Solutions.

5.2.   **Data Privacy.** In these Terms, "**Personal Information**" shall have the meaning ascribed to such term in SentinelOne's Privacy Policy available at https://www.sentinelone.com/privacy-policy/ ("**SentinelOne Privacy Policy**"). SentinelOne will handle MSSP's and Customers' Personal Information in accordance with its Privacy Policy and this Agreement. To the extent MSSP provide to SentinelOne Personal Information of individuals residing in the European Economic Area ("**EEA"**), MSSP and SentinelOne hereby agree that MSSP shall be deemed the data controller and SentinelOne shall be deemed the data processor of such Personal Information, as those terms are defined under the applicable data protection laws of the EEA (including (i) prior to May 25, 2018, the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995, (ii) on and after May 25, 2018, the EU General Data Protection Regulation 2016/679 ("**GDPR**," and any applicable national laws made under it), and (iii) where MSSP is established in Switzerland, the Swiss Federal Act of 19 June 1992 on Data Protection, as may be amended or superseded. In its capacity as processor of Personal Information, SentinelOne shall process such Personal Information only for the purpose of providing the Solutions subject to this Agreement, and as otherwise instructed by the controller of such Personal Information. MSSP shall handle and collect Customer Data only for the purpose of providing the Managed Services and to the extent permitted by the Customer and under a privacy policy substantially similar to the SentinelOne Privacy Policy. MSSP shall indemnify SentinelOne for any Customer claims arising out of MSSP's handling of Customer Personal Information under Section 9.2(b).

5.3.   . The MSSP shall not transfer or export Customer Data to any other region without an explicit consent from the Customer. MSSP shall not make copies and/or store on MSSP devices any copies of the Customer Data. The Parties shall not use or disclose Customer Data, except (i) as compelled by law or (ii) as expressly permitted herein or by Customer; or (iii) to implement and deliver the features and functionality associated with the normal use of the SentinelOne Solution and/or to perform its obligations hereunder, including support, or (iv) to help MSSP or the relevant Customer prevent or address service or technical problems.

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

5.5.   **Anonymized Data**. Notwithstanding anything to the contrary of this Agreement, SentinelOne may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Solutions solely for SentinelOne's business purposes (including, but not limited to, improving the Solutions and creating new features) and such anonymized and aggregate data shall not be considered Customer Data.

6.   **Use of Trademarks.**

6.1.   SentinelOne hereby grants the MSSP a limited, non-exclusive and non-transferable right during the Term to use certain SentinelOne's trademarks service marks and logos associated with the Solutions ("**Marks,**" as listed in the SentinelOne Trademark Guidelines ("**Guidelines**") found at https://sentinelone.com/tm-guidelines/), as may be amended by SentinelOne from time to time, solely for purpose of providing the Managed Services. No white-labeling of SentinelOne Solution is permitted hereunder. The right granted herein to use the Marks is subject to the Guidelines and may be revoked by SentinelOne at any time by giving You a written notice (including via email).

6.2.   MSSP agrees not to contest the validity or ownership of any Marks, or take any action in derogation of any Mark or the other registered or unregistered service marks or trademarks of SentinelOne, including without limitation, applying to register any trademark, trade name, domain name, service mark or other designation that is confusingly similar to any Mark or the other registered or unregistered service marks or trademarks or domain name of SentinelOne.

6.3.   MSSP will ensure that proper trademark notices are displayed at all times in association with the Marks as detailed in the Guidelines, including, but not limited to any such use or display on MSSP's website.

6.4.   MSSP agrees not to adopt any commercial marks that are confusingly similar any of the Marks or the other registered or unregistered service marks or trademarks or domain name of SentinelOne.

6.5.   If MSSP uses any website to promote its business, MSSP shall ensure that such website (a) is readily distinguishable by other persons as MSSP's website (and not SentinelOne's); (b) makes clear that MSSP is a separate and distinct entity from SentinelOne; and (c) does not use any design feature of SentinelOne's website or otherwise infringe any SentinelOne intellectual property rights.

7.   **Representations, Warranties and Remedies**.

7.1.   **Mutual Warranties.** Each party represents and warrants the following: (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (b) it has full corporate power and authority to execute, deliver

and perform its obligations under this Agreement; (c) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; (d) this Agreement is valid, binding and enforceable against it in accordance with its terms; and (e) it will perform its obligations under this Agreement in accordance with applicable federal or state laws or regulations.

7.2. **SentinelOne Warranties.** SentinelOne warrants that during the Term, the most recent release of the Solutions ("**Current Release**") will substantially conform in all material respects with the Documentation. SentinelOne's sole obligation for material non-conformity with this warranty shall be, in SentinelOne's sole discretion, to use commercially reasonable efforts (i) to provide MSSP with an error-correction or workaround which corrects the reported non-conformity; (ii) to replace the non-conforming portions of the Solutions with conforming items; or (iii) if SentinelOne reasonably determines such remedies to be impracticable within a reasonable period of time, to terminate this Agreement and refund the Subscription fees paid by MSSP for the affected Subscriptions. 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 MSSP or any other third party; (c) to use of early releases of the Solutions which are not the Current Release or the Solutions release immediately preceding the Current Release; (d) to defects due to accident, abuse or improper use by MSSP; or (e) to Evaluation of the Solutions.

7.3. **MSSP Warranties.** MSSP represents and warrants that it (a) will not make any material misrepresentation to Customers regarding the Solutions or services provided by SentinelOne, including without limitation any representation or statement misleading Customers to believe that the Solutions, SentinelOne Data, SentinelOne Technology and/or Marks originate from or are the property of MSSP, or that MSSP is in relations with SentinelOne other than under this Agreement; (b) will not attempt to or build a competitive product or service, or copy any features or functions of the Solutions; (d) will provide support services to Customers in accordance with best practices, the Program, the MSSP Support Policy, and SentinelOne guidance from time to time; (e) will not disclose to any third party or publish in any media any performance information or analysis relating to the Solutions; (f) will maintain all copyright, trademark and proprietary notices on the Solutions and any permitted copy thereof; and (g) will only access, use, process, analyze, transmit or otherwise manage Customer Data, MSSP Data or any information derived from Endpoints or a Customer in accordance with applicable Laws.

7.4. **Disclaimers.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION, SENTINELONE DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO SENTINELONE SOLUTIONS OR ANY SENTINELONE SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), NON-INFRINGEMENT OR CONDITION OF TITLE. MSSP ON BEHALF OF ITSELF AND MSSP USERS ACKNOWLEDGES THAT THE MSSP USERS ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOLUTION, AND FOR ANY RELIANCE THEREON AND TO THE MAXIMUM EXTENT PERMITTED BY LAW MSSP AND MSSP USER WAIVE ANY AND ALL CAUSES OF ACTION OR CLAIMS AGAINST US ARISING THEREFROM OR RELATING THERETO. SENTINELONE CANNOT AND DOES NOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY THE USE OF THE SOLUTION. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

8. **Indemnification Obligations**.

8.1. **SentinelOne Indemnity**. SentinelOne will defend MSSP and its directors, officers, employees, contractors, agents, or other authorized representatives ("**MSSP Indemnitees**") from and against any and all third party claims, suits, actions or proceedings (each a "**Claim**"), and indemnify MSSP Indemnitees from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance and in writing, by SentinelOne resulting from the Solutions infringing any Intellectual Property Rights of any third party. In the event of a Claim pursuant to this Section, SentinelOne may, at SentinelOne's option and at SentinelOne's expense: (a) obtain for MSSP the right to continue to exercise the license granted to MSSP under this Agreement; (b) substitute the allegedly infringing component for an equivalent non-infringing component; or (c) modify the Solutions to make them non-infringing. If (a), (b), or (c) is not obtainable on commercially reasonable terms, SentinelOne may terminate this Agreement, after providing MSSP 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 MSSP. 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 and SentinelOne will refund MSSP all prepaid Subscription Fees for the following the termination of this Agreement. SentinelOne's indemnification obligations do not extend to Claims arising from or relating to: (i) any negligent or willful misconduct of any MSSP Indemnitees; (ii) any combination of the relevant SentinelOne Solutions (or any portion thereof) by any MSSP 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 SentinelOne Solutions; (iii) any modification to the SentinelOne Solutions by any MSSP Indemnitees or any third party where the infringement would not have occurred but for such modification; (iv) the use of the SentinelOne Solutions by any MSSP 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 (v) the continued use of the SentinelOne Solutions after SentinelOne has provided a substantially equivalent non-infringing replacements.

8.2. **MSSP Indemnity**. MSSP, at its sole expense, will defend SentinelOne and its directors, officers, employees contractors, agents or other authorized representatives ("**SentinelOne Indemnitees**") from and against any Claim and indemnify SentinelOne Indemnitees from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) arising out of:(a) MSSP Assets, MSSP's business operations, or the delivery of Managed Services (including, but not limited to, any claims by Customer relating to Managed Services provided by MSSP or failure to provide services or misrepresentations made by MSSP personnel or any other negligent or intentional malfeasance by MSSP personnel or MSSP Users); (b) loss, breach, mishandling or unauthorized access or use of Customer Data, MSSP Data or Customer Personal Information caused by MSSPs acts or omissions; (c) circumvention of the Solutions; (d) any use of the Solutions in violation of this Agreement; (e) any Customer Claim relating to Customer use of the Solutions and/or receiving the MSSP Services resulting from MSSP's failure to comply with Section 4.2; and (f) Any Customer Claims exceeding the Limitation of Liability in Section 10.

8.3. **Procedures.** The indemnifying Party's indemnification obligations under this Agreement are conditioned upon the indemnified Party: (a) 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 hereunder to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); (b) 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 other than discontinued use of technology); and (c) 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.

9.   Limitation of Liability.

MSSP shall not bring any action or claim based on the provision of the SentinelOne Solution by Distributor or MSSPs directly against SentinelOne. MSSP shall require, in MSSPs' agreement with their Customers, proper language preventing Customers from bringing any action or claim based on the provision of the SentinelOne Solution by Distributor or MSSPs directly against SentinelOne. EXCEPT FOR BREACHES OF SECTIONS 4.2 (USE AND ACCESS TO THE SOLUTIONS BY CUSTOMERS), 4.7 (RESTRICTIONS), 5 (CONFIDENTIALITY), OR EACH PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTIONS 9.1 AND 9.2, IN NO EVENT WILL EITHER PARTY'S OR DISTRIBUTOR'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF EITHER THE FEES PAID BY MSSP TO DISTRIBUTOR DURING THE 12 MONTH PERIOD PRIOR TO THE EVENT UNDER WHICH THE DAMAGES AROSE OR ONE HUNDRED THOUSAND (100,000) DOLLARS. IN NO EVENT WILL EITHER PARTY OR DISTRIBUTOR BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THIS 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. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.   Term and Termination.

10.1. **Term.** Unless otherwise agreed to in writing among Parties in a written addendum or another document executed by both Parties, the term of this Agreement will begin on the Effective Date and continue for 12 months (the "**Initial Term**"). Thereafter, this Agreement will automatically renew for additional successive periods of twelve (12) months (each, "**Renewal Term**" and together with the Initial Term, "**Term**"), unless: (i) terminated in accordance with Sections 9.1 or 11.2, or (ii) either Party notifies the other in writing no less than thirty (30) days prior to the close of the then-current Initial or Renewal Term of its intention not to renew.

10.2. **Termination.** In addition to SentinelOne's right to terminate this Agreement pursuant to Section 9.1, either Party may terminate this Agreement (i) for cause, if the other Party (a) materially breaches this Agreement and does not cure such breach within thirty (30) days after its receipt of written notice of such breach; or (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (ii) without cause upon sixty (60) days advance written notice. Additionally, SentinelOne may terminate this Agreement immediately for cause by providing concurrent notice to MSSP if SentinelOne believe that MSSP is using the Solutions in any unauthorized manner likely to cause harm to SentinelOne, the Solutions or a third party.

10.3. **Effects of Termination**. Upon any termination of this Agreement: (a) all rights and licenses granted to MSSP under this Agreement will immediately terminate and MSSP will immediately remove all components of SentinelOne Solution from MSSP and Customer systems and return or destroy all copies of the Solutions; (b) Customers will no longer have any right to benefit from the Solutions through MSSP, and the Customer will have the right to transition into a direct SentinelOne customer;

(c) all of SentinelOne's obligations under this Agreement (including, SentinelOne's performance of the SentinelOne support obligations) will immediately cease; (d) MSSP will immediately pay to SentinelOne all amounts due and payable up to the effective date of termination of this Agreement; (e) each Party will promptly return to the other Party all Confidential Information of such other Party then in its possession or destroy all copies of Confidential Information of such other Party, at such other Party's sole discretion and direction; MSSP will immediately confirm, in writing, that it has complied with this section at SentinelOne's request. Notwithstanding any terms to the contrary in this Agreement, (i) Sections 4.7 (Restrictions), 5 (Confidentiality), 6 (Security and Privacy), 8 (Representations, Warranties and Remedies), 9 (Indemnification), 10 (Limitation of Liability), 11 (Term and Termination) and 12 (General Provisions) will survive any termination of this Agreement.

11. **General Provisions**.

11.1. **Third Party Products.** MSSP understands that the Solutions may be designed to access, integrate with, or be interoperable with certain Third Party Products, however, any such access and use of Third Party Products is governed solely by the terms and conditions of the third party provider, 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, the technology itself, the availability of, or any content or material made available by the third party provider. Additionally, MSSP understand that Third Party Products may be updated or changed overtime, and therefore, SentinelOne makes no representations regarding the manner in which the Solutions accesses, integrates or interfaces with or fails to access, integrate or interface with such Third-Party Products. MSSP agrees to and hereby irrevocably waives any claim against SentinelOne with respect to such Third-Party Products or the access, availability, integration, or interoperability of the Third Party Products with Solutions. The Parties agree that SentinelOne Shall not be liable for any damage or loss caused or alleged to be caused by or in connection with MSSP's failure to enable access or use of any such Third-Party Products. Additionally, MSSP understands and agrees that in connection with any access or use of the Third-Party Products, it is relying on the privacy practices, the data security processes and/or other policies of such third party providers. MSSP or its Customers may be required to register for or log into such Third Party Products on their respective websites and by enabling any Third Party Products MSSP is expressly permitting (on behalf of itself and its Customer, as relevant) SentinelOne to disclose relevant login information as well as certain information MSSP Data or Customer Data required by such login, strictly as necessary to facilitate the use or enablement of such Third Party Products enabled by MSSP.

11.2. **Entire Agreement**. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom.

11.3. **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.

11.4. **Governing Law and Venue**. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. 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. 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). If a Party initiates any proceeding regarding this Agreement, the prevailing Party to such proceeding is entitled to reasonable attorneys' fees and costs for claims arising out of this Agreement.

11.5. **Publicity.** MSSP agrees that SentinelOne may reference and use MSSP's name and trademarks in SentinelOne marketing and promotional materials, including, but not limited to, the SentinelOne website, solely for purposes of identifying MSSP as a MSSP of SentinelOne. Otherwise, and except as expressly permitted under this Agreement, 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.

11.6. **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 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 any successor to substantially all of its business or assets, whether by merger, sale of assets, sale of stock, reorganization or otherwise, with written notice to the other Party. 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; provided.

11.7. **Export Compliance.** The Solutions and any components of the Solutions which SentinelOne may provide or make available to MSSP for use by MSSP Users are subject to the U.S. Export Administration Regulations, the UK Export Control Act 2002 and other relevant export control and economic sanctions laws. MSSP (and MSSP Users) agree to comply with all such laws and regulations as they relate to access to and use of the Solutions by MSSP or any MSSP Users. MSSP or MSSP Users shall not access or use the Solutions in any jurisdiction in which it is prohibited under U.S. or other applicable laws or regulations (a "**Prohibited Jurisdiction**") and MSSP and MSSP Users agree not to grant access to the Solutions to any government, entity or

individual located in any Prohibited Jurisdiction. MSSP represents, warrants and covenants that (a) neither MSSP nor any MSSP Users are named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (b) neither MSSP nor any MSSP Users are a national of, or a company registered in, any Prohibited Jurisdiction, (c) MSSP shall not permit access or use the Solutions in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and (d) MSSP and MSSP Users shall comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which MSSP Users or Endpoints are located.

11.8. **Amendments and Waivers.** No modification, addition or deletion, or waiver of any rights under this Agreement will be binding on a Party unless made in a non-preprinted agreement clearly understood by the Parties to be a modification or waiver and signed 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. Unless expressly stated otherwise, all rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

11.9. **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, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving Party as identified on this Agreement 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 facsimile, confirmed email or courier receipt. Notices regarding changes to MSSP Support Policy or the Partner Guide can be delivered via email to the business contact managing the relationship between the Parties.

11.10.**Severability**. If any provision of this Agreement is 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 effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

11.11.**Force Majeure**. Except for payments 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 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 (a "**Force Majeure Event**").

11.12.**Counterparts**. This Agreement may be executed: (a) in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument; and (b) by the Parties by exchange of signature pages by mail, facsimile or email (if email, signatures in Adobe PDF or similar format); or (c) BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SCHEDULE THAT REFERENCES THIS AGREEMENT OR UPON YOUR USAGE OF THE SENTINELONE SOLUTIONS AND ASSOCIATED SENTINELONE TECHNOLOGY AND SUPPORTING DOCUMENTATION.

Addendum A
Partner Program

Last Modified: August 2018

SentinelOne Partner Program Guide-- SentinelOne NA MSSP Program

(North America MSSP Program Guide)

The SentinelOne MSSP Program ("**MSSP Program Guide**") for Managed Security Service Providers (each an "**MSSP**") whom have signed a MSSP Agreement with SentinelOne (each the "**MSSP Agreement**") is a companion document which is incorporated by reference into the SentinelOne MSSP Agreement signed between the MSSP and SentinelOne. This MSSP Partner Program Guide describes the obligations, requirements and benefits of the SentinelOne MSSP Program to ensure the most productive partner relationship.

Any capitalized terms not defined herein will have the meaning given to it in the MSSP Agreement. In the event of any conflict between this MSSP Program Guide and the MSSP Agreement, the terms of the MSSP Agreement shall control unless clearly stated otherwise.

This MSSP Program may be updated from time to time by SentinelOne at its sole discretion with sixty (60) days' notice to the MSSP and such updates shall be available at SentinelOne's Partner Portal, a link to which can be found on SentinelOne's corporate URL (www.sentinelone.com). MSSP will have a commercially reasonable period of time to implement such changes by SentinelOne, not to exceed sixty (60) days.

Certain General Obligations

Execution of MSSP Agreement
    All SentinelOne MSSPs must execute a SentinelOne MSSP Agreement with SentinelOne to enroll in the program and obtain the benefits of the MSSP program.

MSSP's Business Practices
    As a valued SentinelOne MSSP we expect you to conduct business in a manner that reflects favorably at all times on the SentinelOne Solutions and SentinelOne's goodwill and reputation.

Confidentiality Requirements Regarding SentinelOne Partner Portal
    The information contained available at the SentinelOne Partner Portal is SentinelOne Confidential Information (as defined in the SentinelOne MSSP Agreement).

Communications and Contact Information
    MSSP's shall provide SentinelOne the contact information for MSSP's Primary Contact for the partnership (email address and phone number) ("**Primary Contact**"). MSSP's Primary contact shall be available on standard business hours and shall be the primary contact for communications with SentinelOne regarding the program, the partnership and management of the partnership. It is recommended that the MSSP Primary Contact access the SentinelOne Partner Portal on a regular basis to obtain current information.

Marketing Obligations

Advertising -Approvals for Advertising Material

MSSP must provide samples of its advertising and sales literature to SentinelOne on request. Use of SentinelOne trademarks, service marks or trade names is subject to the SentinelOne Trademark Guidelines found on the SentinelOne website at https://sentinelone.com/tm-guidelines/, and SentinelOne reserves the right to review and approve all uses of SentinelOne's trademarks, service marks, or trade names in MSSP's advertising and promotion of the Products prior to use. Such approval will not limit MSSP's obligation to comply with all applicable laws and will not be deemed an endorsement or approval of any advertising content. MSSPs marketing and sales literature must accurately reflect then current information about SentinelOne Solutions, and aligned with marketing and technical materials provided to MSSPs by SentinelOne to MSSP.

Promotion in Territory

MSSPs must actively advertise and promote the SentinelOne Solutions in a commercially reasonable manner. MSSP must list the SentinelOne Solutions in its advertisements and catalogs and must provide product information and promotional materials to potential customers. Promotional mailings must target customers within the local and regional markets.

MSSP will not engage sales staff or distribution centers for the SentinelOne Solutions outside of the Territory. MSSP will not advertise, promote or solicit orders for the SentinelOne Solutions outside of the Territory, provided that the foregoing will not be deemed to prohibit MSSP from advertising the SentinelOne Solutions in media that is distributed both within and outside of the Territory. MSSP shall only use the trademarks for the SentinelOne Solution provided by SentinelOne; No white-labeling is permitted.

Marketing and Technical Material

SentinelOne will make available to MSSP marketing and technical material in the English language. Upon specific prior written approval from SentinelOne, MSSP may translate and/or modify the contents of the materials and documentation for distribution to potential customers provided that: all proprietary notices contained in the original copies of the Documentation are reproduced and included in all translated copies and that potential customers are informed that the translated or modified copies are courtesy copies only and documentation for the SentinelOne Solutions remain the English versions. MSSPs must abide by any request by SentinelOne to discontinue distribution of, withdraw and/or change any such translation or modification that SentinelOne reasonably deems undesirable.

Marketing Support

SentinelOne shall provide any MSSP market support pursuant to its approved programs.

Training and Equipment

Training and Certification

MSSP must ensure that their personnel understand SentinelOne's requirements and comply with all terms and guidelines in the MSSP Agreement and the Program.

License Grant

Subject to the rights and limitations specified in the MSSP Agreement, MSSP may obtain a non-transferable, non-sublicensable, non-exclusive license for purposes of 1) demonstrating the SentinelOne Solution features and functionality to potential customers 2) to use in the training of its personnel, and 3) to provide support to Customers as detailed in the MSSP Support Policy. With respect to demonstration of the Solution, MSSP may replicate potential customer's environment on the MSSP's instance of the of the Solution for demonstration purposes MSSP understands that any potential customer receiving a demonstration of the SentinelOne Solution, must do so under obligations of confidentiality which are no less restrictive than those identified in the MSSP Agreement.

Customer Evaluations

Our Partner Program encourages the evaluation of SentinelOne Solutions in a production environment. Subject to the terms of the MSSP Agreement and provided the potential customer has executed or

otherwise assented to the relevant SentinelOne Terms of Service or the Solutions Terms, MSSPs may provision 30-day trials within the SentinelOne administration console and install Endpoint components of the SentinelOne Solutions onto potential customer Endpoints for the purposes of allowing the Customer to evaluate the MSSP Services and the functionality of the SentinelOne Solutions. Any use of the SentinelOne Solutions past the agreed upon Evaluation Period shall be deemed a commercial use, subject to standard fees agreed to by MSSP and SentinelOne, and, MSSP shall pay SentinelOne the relevant subscription fees for that use.

Installation and Support

Installation by MSSP

MSSP is responsible for implementing the Solution, including any set up or instances within the Server Components and any Endpoint Components of SentinelOne Solution on Customer Endpoints.

Customer Support by MSSP

MSSP is responsible for providing support to all Customers as detailed in the MSSP Support Policy.

Reporting:

Unless otherwise agreed by SentinelOne in writing, where the management Server Components of the solution are hosted within SentinelOne owned and/or operated systems, SentinelOne will provide MSSP a quarterly report on approximately the 25th of the relevant calendar month identifying the number of Active Endpoints for the 19th of each month in the period.

Unless otherwise agreed by SentinelOne in writing, where the MSSP has installed the on-premise version of the management Server Components of the solution outside of the Sentinel One owned and/or operated systems, then the MSSP will be responsible to provide SentinelOne a report on approximately the 25th of the relevant calendar month identifying the number of Active Endpoints for the 19th of each month in the period.

Changes to Yearly Commitments and Pricing: On the yearly anniversary of the MSSP Agreement, SentinelOne and MSSP will review the MSSP actual volumes and work together to determine and set the appropriate Committed Volume for the next year. In addition, if MSSP growth over the course of the term is sufficient to go up to the next user band tier, the parties will, no more than one time per contract year, ascertain whether to change the pricing mid-year.

Addendum B

MSSP SUPPORT POLICY

This MSSP Support Policy apply to the Customer support provided by the MSSP under the MSSP Terms with respect to the Solutions.

Capitalized terms not defined but used herein have the meaning assigned to such terms in the MSSP Agreement and the SentinelOne support terms available at https://www.sentinelone.com/support-terms/ ("**SentinelOne Support Terms**"). In the event of any conflict between this MSSP Support Policy and the MSSP Agreement, the terms of the MSSP Agreement shall control unless clearly stated otherwise in a version of the MSSP Support Policy executed by SentinelOne.

<u>**MSSP Support Obligations.**</u>

1. **Support Levels.** MSSP shall be the point of contact for all Customer support issues for the MSSP support level and shall cooperate in good faith with Distributor and SentinelOne with the provision of support services. MSSP will provide prompt and comprehensive pre-sales and post-sales support services for the Solutions to Customers. MSSP shall be solely responsible for support of Customers in connection with any access or use of the Solutions by Customers in connection with MSSP's delivery of and Customer's receipt of MSSP Services.

   1.1. **Level 1 Support.** Level 1 support requires MSSP to act as the initial and primary interface to the End User and thereafter requires MSSP to perform various responsibilities such as:
      1.1.1. Collection of relevant information;
      1.1.2. Problem identification and analysis;
      1.1.3. Initial diagnosis;
      1.1.4. Troubleshooting;
      1.1.5. Problem Resolution, where possible;
      1.1.6. MSSP response time for level 1 support shall not exceed 48 hours.
   1.2. **Level 2 Support** - In cases where the Parties agrees so in writing, the MSSP will also provide level 2 support as an escalation of Level 1 support. Level 2 support requires MSSP to perform greater troubleshooting and diagnosis, and thereafter requires MSSP to perform various responsibilities, such as:
      1.2.1. Perform greater troubleshooting and diagnosis.
      1.2.2. Potentially replicating the issue in a test lab environment.
      1.2.3. Provide Workaround solutions to End User issues
      1.2.4. MSSP response time for level 2 support shall not exceed 12 hours after escalation from level 1.

MSSP Minimum Support Requirements. MSSP agrees that at a minimum MSSP shall ensure quality and timely support services and be responsible for the following support efforts: (a) receipt and acknowledgment of any Malfunctions encountered by Customer with respect to the Solutions; (b) before contacting SentinelOne with a suspected Malfunction, MSSP undertakes to: (i) analyze the Malfunction to determine if it is the result of MSSP's or Customer misuse, the performance of a third party or some other Malfunction Exception or cause beyond SentinelOne's reasonable control, (ii) ascertain that the Malfunction can be replicated and checking SentinelOne lists of known problems and workarounds available on the SentinelOne support portal at: https://www.sentinelone.com/support/ ("**Support Portal**"); (c) collect and provide to SentinelOne all relevant information relating to the Malfunction; (d) if the Malfunction reported by Customer is a known problem, MSSP is responsible to provide the Customer the answer published on the Support Portal and assist with the implementation of the Solution; (e) isolate, identify, and reproduce unknown Malfunction reported by a Customer; (f) research a Workaround or other resolution to an unknown problem; (g) work with SentinelOne support to assist in the development of a Workaround, as reasonably requested by the technical support team; (h) ensuring the Solution implemented on behalf of Customer is up to date with supported versions of the Solution.

2. **Supported Versions.** MSSP shall provide support for (a) its most current version of a SentinelOne Solution (including all Enhancements) and (b) the immediately preceding version of such SentinelOne Solution.
3. **Support Staffing**. MSSP will staff its support help desk with sufficiently qualified individuals whom (a) are fluent in the spoken language in the MSSP Territory and (b) are appropriately trained and qualified to respond to Customer requests for technical support;.
4. **Support Escalation to SentinelOne.** When MSSP determines it cannot provide support to the customer, the MSSP will submit a support request to SentinelOne as detailed below. In some cases, SentinelOne may provide support services directly to the Customer when the MSSP fails to resolve support issue in a professional and/or timely manner.

SentinelOne Support Obligations to MSSP

Provided MSSP is in compliance with all of the terms and conditions of the MSSP Agreement and has paid SentinelOne all applicable fees, SentinelOne will provide MSSP Enterprise Level support as detailed in the SentinelOne Support Terms for the duration of the Term of the MSSP Agreement.