

SentinelOne End User License Agreement

“**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).

“**Agreement**” means this End User License Agreement.

“**Customer**” means the end customer using the Solution(s).

“**Documentation**” means SentinelOne’s then-current published documentation such as technical user guides, installation instructions, articles or similar documentation specifying the functionalities of the Solutions and made available by SentinelOne to Customer through the SentinelOne Knowledge Base on the Customer Portal, available at: support.sentinelone.com, as updated from time-to-time in the normal course of business.

“**Enhancements**” means any updates, patches, bug fixes and versions to the Solutions made by SentinelOne and provided to Customer.

“**Red Canary**” means Red Canary, Inc.

“**SentinelOne**” means SentinelOne, Inc.

“**Solution(s)**” means SentinelOne’s platform including its malware protection, detection and remediation solutions, endpoint detection and response solutions, device discovery and control solutions, and other solutions offered by SentinelOne over time, directly or through a partner, together with the software underlying such products and services and any Enhancements.

1. **Limited use.** Customer shall only access, use, execute, install (as provided for by Red Canary), store, and display the Solutions (including Enhancements) solely in support of Customer’s (and Customer’s Affiliate(s)) internal business, security and operations, in accordance with the Documentation describing the permissible use of the Solutions and as managed by Red Canary. Customer shall agree to accept all Enhancements necessary for the proper function of the Solutions, and further agree that Red Canary and SentinelOne shall not be responsible for the proper performance of the Solutions or security issues encountered with the Solutions related to Customer’s failure to accept Enhancements in a timely manner. All use of the Solutions shall be in accordance with the then-current Documentation.
2. **Restrictions.** Customer may not do any of the following: (i) modify, disclose, alter, translate or create derivative works of the Solutions (or any components thereof) or any accompanying Documentation; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Solutions (or any components thereof) or any Documentation; (iii) use the Solutions other than as permitted under this Agreement, as directly related to Customer’s internal business operations and in conformity with the Documentation, and not otherwise use the Solutions for any other commercial or business use, including without limitation, offering any portion of the Solutions as benefits or services to third parties; (iv) use the Solutions in violation of any laws or regulations, including, without limitation, to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party privacy rights; (v) use the Solutions to store, transmit or test for any viruses, software routines or other code designed to permit unauthorized access, disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (vi) probe, scan or test the efficacy or vulnerability of the Solutions, or take any action in an effort to circumvent or undermine the Solutions, except for the legitimate testing of the Solutions in coordination with Red Canary, in connection with considering a subscription to the Solutions as licensed herein; (vii) attempt or actually disassemble, decompile or reverse engineer, copy, frame or mirror any part or content of the Solutions, or otherwise derive any of the Solutions’ source code; (viii) access, test, and/or use the Solutions in any way to build a competitive product or service, or copy any features or functions of the Solutions; (ix) interfere with or disrupt the integrity or performance of the Solutions; (x) attempt to gain unauthorized access to the Solutions or their related systems or networks; (xi) disclose to any third party or publish in any media any performance information or analysis relating to the Solutions; (xii) fail to maintain all copyright, trademark and proprietary notices on the Solutions and any permitted copy thereof; or (xiii) cause or permit any Solutions user or third party to do any of the foregoing.
3. **Ownership and Reservation of Rights.** Customer acknowledges that SentinelOne reserve all right, title and interest in and to the Solutions (and any and all modifications to, or derivative works of, the Solutions) and any and all Intellectual Property Rights embodied in the Solutions. “**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.

4. **Consent.** Customer consents and agrees that SentinelOne will (i) store, process and access Customer Data only to the extent reasonably necessary to provide Customer the Solutions and to improve the Solutions and other SentinelOne services and products; and (ii) implement and maintain commercially reasonable technical, physical and organizational measures to protect the security, confidentiality and integrity of Customer Data hosted by SentinelOne or SentinelOne's authorized third party service providers from unauthorized access, use, alteration or disclosure. "**Customer Data**" means all data and information associated with Customer, which is uploaded to, processed by, generated by, and/or stored within the Solutions by Customer or through Customer's use of the Solutions or provided in support tickets, but excluding System Data. Notwithstanding anything to the contrary in this Agreement, SentinelOne may use System Data solely for SentinelOne's internal business purposes (including, but not limited to, improving the Solutions and creating new features). "**System Data**" means anonymous data, aggregate statistics and/or data regarding use of the Solutions, bug reports, or any threat or potential threat collected by the Solutions, detections and/or system behavioral information (including without limitation correlative and/or contextual data) triggered by the aforementioned.
5. **Confidentiality.**
 - 5.1. **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 date this Agreement comes into effect) 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 Solutions (and any performance data, benchmark results, and technical information relating thereto), the Documentation, and SentinelOne's pricing information shall be deemed the Confidential Information of SentinelOne.
 - 5.2. **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 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 or contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee or contractor 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 or contractor 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.
 - 5.3. **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 or by other competent governmental authority (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).
 - 5.4. **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.
6. **Warranties.**
 - 6.1. **Conformity with Documentation.** Red Canary warrants that at any point in time during Customer's subscription to the Solutions, the Current Release will substantially conform in all material respects with the Documentation. Red Canary's sole obligation for material non-conformity with this warranty shall be, in its sole discretion, to use commercially

reasonable efforts (i) to provide Customer with an error-correction or workaround to the reported non-conformity; (ii) to replace the non-conforming portions of the Solutions with conforming items; or (iii) if SentinelOne or Red Canary reasonably determines it cannot provide such remedies within a reasonable period of time, to terminate this Agreement and provide Customer a pro rata refund of all prepaid subscription fees for the Solutions for the period following the termination of this Agreement. The above warranty will not apply: (a) if the Solutions are not used in compliance with the Documentation; (b) if any unauthorized modifications are made to the Solutions by Customer or any third party; (c) to use of releases of the Solutions that are not the Current Release or the Solutions released immediately preceding the Current Release; (d) to defects due to accident, abuse or improper use by Customer; or (e) to evaluation or early adoption use of the Solutions. “**Current Release**” means the most recent release of the Solutions.

6.2. **Disclaimer.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION, RED CANARY AND SENTINELONE DISCLAIM ANY AND ALL REPRESENTATIONS OR 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 OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), ACCURACY, NON-INFRINGEMENT, CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. RED CANARY AND SENTINELONE DO NOT GUARANTEE OR WARRANT THAT THEY WILL FIND, LOCATE, DETECT OR IDENTIFY ALL THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, RESTORE CONTROL OF SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD RED CANARY OR SENTINELONE RESPONSIBLE FOR SUCH OR ANY CONSEQUENCES THEREOF.

7. **Indemnification Obligations.** Red Canary will defend Customer from and against any and all third party claims, suits, actions or proceedings alleging that Customer’s use of the Solutions infringes or misappropriates a third party’s Intellectual Property Rights (each an “**Intellectual Property Claim**”), and will indemnify Customer from any 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 Red Canary, in the adjudication of such Intellectual Property Claim. In the event of an Intellectual Property Claim pursuant to this Section, or if SentinelOne or Red Canary determine in its reasonable discretion that such use of the Solutions will likely result in infringement, Red Canary may, at Red Canary’s option and at Red Canary’s expense: (a) obtain for Customer the right to continue to exercise the license granted to Customer under this Agreement; (b) substitute the allegedly infringing component of the Solutions for an equivalent non-infringing component; or (c) have SentinelOne modify the Solutions to make them non-infringing provided they retain equivalent functionality. If (a), (b), or (c) is not obtainable on commercially reasonable terms, Red Canary may terminate this Agreement, after providing Customer a reasonable time (no less than 90 days) to transition to an alternative solution. In the event of a termination of this Agreement pursuant to this Section, all rights and licenses with respect to the Solutions will immediately cease and Red Canary will provide Customer with a pro rata refund of all prepaid subscription fees for the Solutions for the period following the termination of this Agreement. Red Canary’s indemnification obligations do not extend to Intellectual Property Claims to the extent arising from: (i) any combination of the relevant Solutions (or any portion thereof) 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, or intended use of the Solutions; (ii) any unauthorized modification to the Solutions where the infringement would not have occurred but for such modification; (iii) the use of the Solutions in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; or (iv) the continued use of the Solutions after SentinelOne or Red Canary has provided a substantially equivalent non-infringing replacements.

8. **All Claims between Red Canary and Customer.** Customer shall bring all claims under this Agreement against Red Canary and will not make claim directly against SentinelOne.

9. **Limitation of Liability.**

9.1. IN NO EVENT WILL RED CANARY’S OR SENTINELONE’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO RED CANARY (OR ITS RESELLER) FOR THE SOLUTIONS IN THE 12 MONTHS PRIOR TO THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES. IN THE EVENT OF A BREACH OF OR ANY UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, RED CANARY’S AND SENTINELONE’S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO RED CANARY (OR ITS RESELLER) FOR 12 MONTHS SUBSCRIPTION FEES TO THE SOLUTIONS. NOTWITHSTANDING THE FOREGOING, RED CANARY’S AND SENTINELONE’S MAXIMUM AGGREGATE LIABILITY TO WITH RESPECT TO ANY EVALUATION USE OF THE SOLUTIONS SHALL NOT EXCEED US \$100.

9.2. IN NO EVENT WILL RED CANARY OR SENTINELONE BE LIABLE 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. **Export Compliance.** The Solutions are subject to U.S. export control and economic sanctions laws. Customer shall comply with all 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 as updated from time to time (a "**Prohibited Jurisdiction**") and Customer shall agree not to grant access to the Solutions to any government, entity or individual located in any Prohibited Jurisdiction. Customer represents, warrants, and covenants that: (i) Customer is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (ii) Customer is not a national of, or a company registered in, any Prohibited Jurisdiction, (iii) Customer will not permit users to access or use the Solutions in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and (iv) Customer will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer and Customer's users are located. Customer represents that neither Customer nor any of Customer's subsidiaries is an entity that (a) is directly or indirectly owned or controlled by any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by the Office of Foreign Assets Control, US Department of the Treasury ("**OFAC**") or other similar list maintained by any governmental entity, or (b) is directly or indirectly owned or controlled by any person or entity that is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.