

# SentinelOne Legal


[Privacy & Security](#)

[Customer](#)

[Trademark Guidelines](#)

[Contact Information](#)

## SENTINELONE TERMS OF SERVICE

These SentinelOne Terms of Service (“**Terms**”) are between Sentinel Labs Inc. or one of its affiliates (together, “**SentinelOne** and the customer (“**Customer**,” “**You**,” “**Your**” or similar terms) who accepts these Terms, or accesses and/or uses the SentinelOne Solutions (as defined below). These Terms govern Customer’s subscription to the SentinelOne Solutions, and constitutes a binding contract in connection with any paid or Evaluation use of the SentinelOne Solutions. **This is a legal, enforceable contract between You and SentinelOne, and by accepting these Terms, clicking the “Log In” button to access Your Solutions management console, or otherwise indicating Your consent to the Terms electronically or through access or use of the SentinelOne Solutions (and such time “Effective Date”), You agree to be bound by these Terms. If You are entering these Terms on behalf of another entity or person, You hereby represent to SentinelOne that You have the authority to bind Customer and its affiliates to these Terms. If You do not have such authority, or if You do not agree to these Terms, You may not subscribe to or use the SentinelOne Solutions.**

Capitalized terms will have the meaning assigned to such terms where defined throughout these Terms. Each of SentinelOne or Customer is sometimes described in these Terms as a “**Party**” and together, “**Parties**.” In consideration of the covenants contained in these Terms, and for other good and valuable consideration, the Parties agree as follows:

### 1. License.

1.1 Purchase Order. In these Terms, a “**Purchase Order**” means an online form completed by You directly through the SentinelOne website, or a written document such as a SentinelOne quote with corresponding purchase order, service order or a similar document agreed to in writing and executed among the Parties, or agreed to among You and a SentinelOne approved partner (such as a reseller, collectively “**Partner**”) and referencing a quote from SentinelOne (“**Quote**”), in each case covering Your subscription to Solutions or Evaluation Offering. The terms and conditions of these Terms shall supersede any conflicting terms and conditions in a Purchase Order, or any other document pertaining to these Terms and the Solutions provided hereunder, unless otherwise expressly stated in such Purchase Order or other document executed by SentinelOne. For a Purchase Order to be valid, it must be executed by both the Customer and SentinelOne, by a Partner and Customer, or by a Partner if the executed Purchase Order references and accepts a corresponding SentinelOne Quote. Unless otherwise expressly specified in the Purchase Order executed by SentinelOne, the terms of these Terms shall supersede any conflicting terms in a Purchase Order.

1.2 Scope of Agreement. These Terms govern Your purchase of a subscription to SentinelOne’s malware detection and protection solutions and/or other SentinelOne products and services directly or through a Partner, together with the software underlying such products and services and any updates, patches, bug fixes and versions (“**Enhancements**” to the “**SentinelOne Software**”, and collectively, the “**SentinelOne’s Solutions**” or “**Solution(s)**”).

1.3 Support Services. As an active Customer subscribing to the Solutions in accordance with this Agreement, during the Subscription Term We will provide You web-based, online and/or telephone support (“**SentinelOne Support**” as further described here: <https://www.sentinelone.com/wp-content/uploads/2017/06/SentinelOne-Support-Terms.pdf> (“**Support Te**”)).

through a Partner, subject to the Support Terms and as further described in a valid Purchase Order applicable to your subscription.



1.4 Documentation. All use of the Solutions shall be in accordance with Our then-current written or electronic communication such as reports or other documents, images, recordings and/or videos specifying the functionalities of the Solutions and made available by Us to all licensees through the SentinelOne website (“Site,” at [www.sentinelone.com](http://www.sentinelone.com)) or otherwise, as updated by Us from time-to-time in the normal course of business (“**Documentation**”).

1.5 License Grant. Subject to Your compliance with the terms and conditions of these Terms, We hereby grant You (directly or through a Partner, as applicable) a worldwide, non-transferable, non-exclusive license during the Subscription Term or any Evaluation Period to install, store, access, use, execute and display the Solutions (including Enhancements) solely in support of Your internal business security and operation, in accordance with the Documentation describing the permissible use of the Solutions. The license granted herein is limited to the number of Endpoints for which license has been acquired pursuant to a valid Purchase Order; provided that Your Solutions administrator may deploy the Solutions in additional Endpoints, and We shall invoice You (or Your Partner) for such additional Endpoints on a pro-rata basis at the discounted price per Endpoint specified in the corresponding Quote or valid Purchase Order for the duration of the relevant Subscription Term; and provided further that no Fee refund or credit shall be granted where Customer elects to not use the Solutions on previously subscribed Endpoints. The term “**Endpoints**” means physical or virtual hardware devices that can process data and where SentinelOne Software is installed.

1.6 Delivery. We will make the SentinelOne Software available to You via download from Our website or other means determined by Us.

1.7 Other Services. You may decide to enable, access or use third Party products, applications, services, software, networks, systems, directories, websites, databases and/or information which the Solutions link to, or which You may connect to or enable in conjunction with the Solutions (“**Other Services**”), including, without limitation, Other Services which may be integrated directly into Your instance of the Solutions. To the extent You link the Solutions to such Other Services, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data or any interaction between You and the provider of such Other Services. We shall not be liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services, or Your reliance on the privacy practices, data security processes or other policies of such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You are expressly permitting Us to disclose Your Login as well as Your Data to such Other Services as necessary to facilitate Your enablement and use of such Other Services.

1.8 Third Party Service. If You enter into an agreement with a third party to manage the installation, onboarding and/or operation of the Solutions on Your behalf (“**Third Party Service**”) then You may allow such Third Party Service to use the Solutions provided that (i) as between the Parties, You remain responsible for all its obligations under the terms of these Terms, (ii) such Third Party Service only uses the Solutions for Your internal purposes and not for the benefit of any third party or the Third Party Service, and agrees to the terms of these Terms in providing services to You; and (iii) You remain liable to Us for the Third Party Service’s service on Your behalf.

1.9 Enhancements. You agree to accept all Enhancements necessary for the proper function of the Solutions as released by SentinelOne from time to time, and further agree that SentinelOne shall not be responsible for the proper performance of the Solutions or security issues encountered with the Solutions related to Your failure to accept Enhancements in a timely manner.

## 2. Evaluations; Early Adoption.

2.1 Evaluation Offering. If You receive the Solutions for evaluation purposes, then You may use the Solutions for Your own internal evaluation purposes (“**Evaluation**”) for a period of up to thirty (30) days from the start date of the Evaluation (the “**Evaluation Period**”), unless otherwise agreed to in the valid Purchase Order and/or Quote covering the Evaluation.

2.2 Evaluation License and Restrictions. In addition to the license scope detailed elsewhere in these Terms, during Evaluation You: (a) may install and use, solely during the Evaluation Period, one (1) copy of Solutions malware protection software for network services (“**Server Software**”) and up to fifty (50) copies of Endpoints (unless the Parties mutually agree on a different Evaluation Period, or a different number of copies in a Purchase Order executed by both Parties and referencing these Terms); (b) may install an evaluation framework comprising of malware and exploit samples, to the extent applicable, only on a single computer, in a controlled environment, which is not connected to a production network, with access to only the Your management server, all in accordance with documentation and materials furnished by Licensor; (c) shall comply with the use restrictions in Section 3; and (d) shall uninstall any portion of the Solutions residing on Your computers or servers after the Evaluation Period, return all Documentation in its possession to Us, and confirm to Us in writing (email accepted) of such deletion and uninstallation. If the Evaluation offering is a subscription, You understands that We may disable access to the subscription automatically at the end of the Evaluation period, without notice to Customer. During and following the Evaluation Period, the Parties shall discuss Evaluation results in good faith.

2.3 **Early Adoption Use.** If You are invited to and agree to participate in SentinelOne's Early Adoption Program, You acknowledge that Early Adoption versions of the Solutions may be provided to You and as such may contain errors, bugs or other defects. Accordingly, Your use and testing of the Early Adoption version of the Solutions is subject to the disclaimers stated in Section 2.4 below. Additionally, Your use of Early Adoption versions of the Solutions is subject to SentinelOne's sole discretion as to length and scope of use, updates and support of such Early Adoption versions of the Solutions.

2.4 **DISCLAIMER OF WARRANTIES AND LIABILITY.** DURING EVALUATION OR EARLY ADOPTION VERSION OF THE SOLUTIONS, THE SENTINELONE SOLUTIONS ARE OFFERED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. YOU ASSUME ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOLUTIONS AND ACKNOWLEDGES THAT THE USE OF THE SOLUTIONS, TO THE EXTENT APPLICABLE, MUST BE MADE IN STRICT CONFORMANCE WITH SENTINELONE'S INSTRUCTIONS. WITHOUT DEROGATING FROM THE FOREGOING, IT IS HEREBY UNDERSTOOD AND AGREED THAT SENTINELONE WILL NOT BE LIABLE FOR ANY NETWORK DOWNTIME, SOLUTIONS DOWNTIME, AND/OR IDENTIFYING AREAS OF WEAKNESS IN THE SOLUTIONS. FOR ALL EVALUATIONS OF THE SENTINELONE SOLUTIONS, WE SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY 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 INFORMATION, OR ANY PERMANENT OR TEMPORARY CESSATION OF THE SOLUTIONS OR ACCESS TO INFORMATION, OR THE DELETION OR CORRUPTION OF ANY CONTENT OR INFORMATION, OR THE FAILURE TO STORE ANY CONTENT OR INFORMATION OR OTHER COMMERCIAL OR ECONOMIC LOSS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF SENTINELONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THAT THEY ARE FORESEEABLE. SENTINELONE IS ALSO NOT RESPONSIBLE FOR CLAIMS BY ANY THIRD PARTY. WHILE THE SOLUTIONS ARE PROVIDED FREE OF CHARGE FOR EVALUATION PURPOSES ONLY, SENTINELONE'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED US \$100. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED THE LIABILITY OF SENTINELONE SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE PARTIES OBLIGATIONS UNDER SECTION 7 HEREIN.

**3. Restrictions.** Except as expressly authorized by these Terms, You may not do any of the following: (a) modify, disclose, alter, translate or create derivative works of the SentinelOne Solutions (or any components thereof) or any accompanying Documentation; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Solutions (or any components thereof) or any Documentation; (c) use the Solutions other than for their intended uses as directly related to Your internal business operations and described in 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; (d) disassemble, decompile or reverse engineer the Solutions (except to the extent and for the express purposes authorized by any and all applicable federal or state laws or regulations); (e) use the Solutions to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party privacy rights; (f) use the Solutions to store, transmit or test for 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; (g) probe, scan or test the vulnerability of the Solutions, or take any action in an effort to circumvent the Solutions; (h) copy, frame or mirror any part or content of the Solutions; (i) access the Solutions to build a competitive product or service, or copy any features or functions of the Solutions; (j) interfere with or disrupt the integrity or performance of the Solutions; (k) attempt to gain unauthorized access to the Solutions or their related systems or networks; (l) disclose to any third party or publish in any media any performance information or analysis relating to the Solutions; (m) fail to maintain all copyright, trademark and proprietary notices on the Solutions and any permitted copy thereof; or (n) cause or permit any Solutions user or third party to do any of the foregoing.

#### 4. Ownership and Reservation of Rights.


4.1 **Customer.** As between the Parties, You reserve all right, title and interest in and to Your Data and all Intellectual Property Rights embodied in the foregoing (collectively, the "Customer IP").

4.2 **SentinelOne.** As between the Parties, We reserve all right, title and interest in and to the Solutions (and any and all modifications to or derivative works of the Solutions) and any and all Intellectual Property Rights embodied in the SentinelOne Solution (collectively, the "SentinelOne IP").

4.3 **Reservation of Rights.** Each Party reserves all rights not expressly granted in these Terms, and no licenses are granted by one Party to the other Party under these Terms, whether by implication, estoppel or otherwise, except as expressly set forth in these Terms. For the purpose of these Terms, "Intellectual Property Rights" means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

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

5.1 **Fees.** The fees for the Solutions and SentinelOne Support are collectively set forth in an applicable Quote or valid Purchase Order (the "Service Fees" and "Support Fees," collectively, "Fees"). All Fees are due payable directly to Us, or to the applicable Partner, within the timeframe detailed in the applicable valid Purchase Order (and absent such valid Purchase Order, within thirty (30) days of Customer's first use of the Solutions). If You fail to pay Your Fees or charges for other services indi

Purchase Order or Quote within five (5) days of Our notice to You that payment is past due or delinquent, or if You do not update payment information upon Our (or a Partner's) request,  or any of our other remedies We may suspend or terminate Your access to the Solutions. Where Fees are paid directly to Us, all payments due under these Terms will be made in U.S. Dollars by check, bank wire transfer or credit card, in immediately available funds to the applicable account designated by Us. No refunds or credits for paid Fees will be issued to Customer unless Customer terminates these Terms pursuant to Section 11.2 or We terminate these Terms pursuant to Section 9.1.

**5.2 Plan Modifications.** If You choose to increase the number of Endpoints during Your then-effective Subscription Term (a "**Subscription Upgrade**"), any incremental Fees associated with such Subscription Upgrade will be prorated over the remaining period of Your then current Subscription Term, charged to Your account and due and payable upon implementation of such Subscription Upgrade. In any future Subscription Term, Your Subscription Charges will reflect any such Subscription Upgrades.

**5.3 Interest and Taxes.** Interest on any late payments for undisputed amounts owed will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is paid in full. You will be responsible for and pay all sales and similar taxes and all license fees and similar fees levied upon the provision of the Solutions provided under these Terms excluding only taxes based solely on Our net income. You will indemnify and hold Us harmless from and against any and all such taxes and related amounts levied upon the provision of the Solutions and any costs associated with the collection or withholding thereof, including penalties and interest. The foregoing shall apply with applicable changes to Purchase Orders among You and a Partner specifying different terms for late payments, tax liability, or indemnification obligations relating to such tax liability.

## 6. Privacy and Security.

**6.1 Security Obligation.** In providing the Solutions to You, We will use commercially reasonable efforts to implement reasonable technical, physical and organizational measures to protect the security, confidentiality and integrity of Your Data hosted by Us or Our authorized third parties from unauthorized access, use, alteration or disclosure. "**Your Data**" means all data and information which is uploaded to, processed by and/or stored within the Solutions by You or in providing the Solutions to You.

**6.2 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 will handle Your Personal Information in accordance with its Privacy Policy. Furthermore, to the extent You provide to SentinelOne Personal Information of individuals residing in the European Economic Area ("**EEA**"), You and SentinelOne hereby agree that You shall be deemed the data controller 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 You are 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 these Terms, and as otherwise instructed by the controller of such Personal Information.

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

**6.4 Anonymized Data.** Notwithstanding anything to the contrary in these Terms, We may monitor, collect, use and store anonymous and aggregate statistics regarding use of the Solutions solely for Our business purposes (including, but not limited to, improving the Solutions and creating new features).

## 7. Confidentiality.

**7.1 Definition.** "**Confidential Information**" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") concerning or related to these Terms or the Disclosing Party that is marked as confidential or proprietary, or 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. Confidential Information includes, but is not limited to, the terms and conditions of these Terms, as well as all proprietary and/or non-public technical, business, commercial, financial and/or legal information, such as, without limitation, business plans, product information, pricing, financial plans, know how, Customer information, strategies, and other similar information.

**7.2 Obligations.** The Receiving Party will maintain in confidence, during the term of these Terms and for three (3) years following the effective date of termination of these Terms, the Confidential Information, and will not use such Confidential Information except as expressly permitted in these Terms. The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under these Terms, and the Receiving Party will only disclose Confidential Information to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under these Terms, and if such directors, officers, emp



contractors have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than the non-disclosure obligations contained in this Section 7.2. Provided however, that each Party may disclose the terms and conditions of these Terms: (a) to legal counsel of such Party; (b) to such Party's accountants, banks, financing sources and their advisors; (c) in connection with the enforcement of these Terms or rights under these Terms; or (d) in connection with an actual or proposed merger, acquisition, or similar transaction. Our compliance with the provisions of Section 6.1 (Security) with respect to Your Data shall be deemed as compliance with its obligations under this Section 7 with respect to Your Data.

**7.3 Exceptions.** Confidential Information will not include information that: (a) is in or enters the public domain without breach of these Terms 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 "Order"), and where such Order is shown the Receiving Party shall: (i) give the Disclosing Party written notice of the Order within 24 hours after receiving it; and (ii) cooperate fully with the Disclosing Party before disclosure to provide the Disclosing Party with the opportunity to interpose any objections it may have to disclosure of the information required by the Order and seek a protective order or other appropriate relief. In the event of any dispute between the Parties as to whether specific information is within one or more of the exceptions set forth in this Section 7.3, Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

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

## 8. Representations, Warranties and Remedies.

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

**8.2 Conformity with Documentation.** We warrant that at any point in time during Your Subscription Term, the most recent release of the Solutions ("**Current Release**") will substantially conform in all material respects with the Documentation. SentinelOne's sole obligation for material non-conformity with this warranty shall be, in SentinelOne's sole discretion, to use commercially reasonable efforts (a) to provide You with an error-correction or workaround which corrects the reported non-conformity; (b) to replace the non-conforming portions of the Solutions with conforming items; or (c) if SentinelOne reasonably determines such remedies to be impracticable within a reasonable period of time, to terminate these Terms and refund the Fees paid for the Solutions. The above warranty will not apply: (i) if the Solutions are not used in compliance with the Documentation; (ii) if any unauthorized modifications are made to the Solutions by You or any third party; (iii) to use of early releases of the Solutions which are not the Current Release or the Solutions release immediately preceding the Current Release; (iv) to defects due to accident, abuse or improper use by You; or (v) to Evaluation or Early Adoption use of the Solutions.

**8.3 Disclaimer.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 8, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS AND THE SENTINELONE SOLUTIONS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, STATUTE, CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), ACCURACY, NON-INFRINGEMENT, CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

## 9. Indemnification Obligations.

**9.1 Infringement Indemnity.** SentinelOne will indemnify You and Your directors, officers, employees, contractors, agents, or other authorized representatives ("**Customer Indemnitees**") from and against any and all third party claims, suits, actions or proceedings alleging that Your use of the Solutions infringes or misappropriates a third party's valid Intellectual Property Right (each a "**Claim**"). SentinelOne, at its expense, will defend any such Claim by reason of Your use of the Solutions as permitted hereunder, and pay damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) finally awarded by a court of competent jurisdiction or included in a settlement approved by SentinelOne. In the event of a Claim pursuant to this Section 9.1, SentinelOne may, at SentinelOne's option and at SentinelOne's expense: (A) obtain for Customer the

to exercise the license granted to Customer under these Terms; (B) substitute the allegedly infringing component for an equivalent non-infringing component; or (C) modify the allegedly infringing component to make them non-infringing. If (A), (B), or (C) is not obtainable on commercially reasonable terms, SentinelOne may terminate these Terms, after providing Customer a reasonable time (no less than 30 days) to transition to an alternative solution, unless SentinelOne determines in its reasonable discretion that such use of the Solutions will likely result in infringement and in such case may terminate these Terms effective immediately with concurrent written notice to Customer. In the event of a termination of these Terms pursuant to this Section 9.1, all rights and licenses with respect to the Solutions will immediately cease and SentinelOne will refund to Customer all prepaid Fees for the Solutions attributable to the Subscription Term (as outlined in the applicable Purchase Order) following the termination of these Terms. SentinelOne's indemnification obligations do not extend to Claims arising from or relating to: (i) any negligent or willful misconduct of any Customer Indemnitees; (ii) any combination of the Solutions (or any portion thereof) by any Customer Indemnitees or any third party with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination, unless such combination is the customary, ordinary, and intended use of the Solutions; (iii) any modification to the Solutions by any Customer Indemnitees or any third party where the infringement would not have occurred but for such modification; (iv) the use of the Solutions by any Customer Indemnitees or any third party in a manner contrary to the terms of these Terms where the infringement would not have occurred but for such use; or (v) the continued use of the Solutions after SentinelOne has provided a substantially equivalent non-infringing software or service.

**9.2 Customer Indemnity.** Customer, at its sole expense, will defend SentinelOne and its directors, officers, employees and agents ("**SentinelOne Indemnitees**") from and against any Claims 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, based on either Customer's business operations (including, but not limited to, any Customer IP) or any breach or alleged breach of Customer's obligations under Sections 3 and 5.3 of these Terms.

**9.3 Procedures.** The indemnifying Party's indemnification obligations under this Section 9 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 under this Section 9 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); 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.

**10. Limitation of Liability.** EXCEPT FOR BREACHES OF SECTION 3 (RESTRICTIONS), 7 (CONFIDENTIALITY) OR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SENTINELONE (OR ITS RESELLER) FOR 6 MONTHS SUBSCRIPTION FEES AT THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES, AND IN THE CASE OF A BREACH OF SECTION 6, (PRIVACY AND SECURITY), NO MORE THAN 12 MONTHS SUBSCRIPTION FEES AT THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THESE TERMS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 10 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **11. Term, Termination and Effect of Termination.**

**11.1 Term.** Unless otherwise agreed to in writing among Parties or in a valid Purchase Order among You and a Partner, the term of these Terms will begin on the Effective Date and continue for twelve (12) months (the "**Initial Subscription Terms**"), and thereafter these Terms shall renew for additional successive periods identical in length to the Initial Subscription Term ("**Renewal Subscription Term**" and collectively, "**Subscription Term**"). Any Subscription Term may also terminate if (a) terminated in accordance with Section 11.2 below; (b) either Party notifies the other in writing no less than thirty (30) days prior to the close of the then-current Initial or Renewal Subscription Term of its intention not to renew; or (c) terminated by Us in accordance with Section 9.1.

**11.2 Termination.** In addition to Our right to terminate these Terms pursuant to Section 9.1, either Party may terminate these Terms, for cause, if the other Party: (a) materially breaches these Terms and does not remedy 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. Additionally, We may terminate these Terms immediately for cause by providing concurrent notice to You if We believe that You are using the Solutions in any unauthorized manner likely to cause harm to SentinelOne, the Solutions or a third party.

11.3 **Effect of Termination.** Upon any termination of these Terms: (a) all rights and licenses granted to Customer under these Terms will immediately terminate; (b) all of Our obligations under these Terms (including, Our performance of the SentinelOne Support) will immediately cease; (c) there will be no refund for any pre-paid and unused Fees as of the termination date, and You will immediately pay Us any Fees due and payable under these Terms as of the termination date, except where You terminate these Terms due to SentinelOne's material breach or where SentinelOne terminates these Terms under Section 9.1 herein; and (d) upon receiving a written request from the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all Confidential Information of the Delivering Party then in its possession or destroy all copies of such Confidential Information, at the Delivering Party's sole discretion and direction. Customer will immediately confirm, in writing, that it has complied with this Section 11.3(d) at Our request. Notwithstanding any terms to the contrary in these Terms, Sections 3, 4, 5, 7, 8.2, 9, 10, 11.3 and 12 will survive any termination of these Terms.

## **12. General Provisions**

12.1 **Entire Agreement.** These Terms, together with all exhibits attached thereto (all of which are incorporated herein by reference), set forth the entire agreement and understanding of the Parties relating to Your subscription to the Solutions, and supersede 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 (including without limitation any nondisclosure agreement and/or another agreement among the Parties executed in connection with Your consideration and/or evaluation of the Solutions).

12.2 **Independent Contractors.** Neither Party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other Party, and the relationship between the Parties will only be that of independent contractors. Neither Party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

12.3 **Governing Law and Venue.** These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. The state or federal court in Santa Clara County, California will be the jurisdiction in which any suits should be filed if they relate to these Terms. Prior to the filing or initiation of any action or proceeding relating to these Terms, 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 these Terms, the prevailing Party to such proceeding is entitled to reasonable attorneys' fees and costs for claims arising out of these Terms.

12.4 **Publicity.** You agree that We may reference and use Your name and trademarks in SentinelOne marketing and promotional materials, including, but not limited to, the SentinelOne website, solely for purposes of identifying You as Our customer. Otherwise, neither Party may use the trade names, trademarks, service marks, or logos of the other Party without the express written consent of the other Party.

12.5 **Assignment.** Neither these Terms nor any right or duty under these Terms may be transferred, assigned or delegated by a Party, by operation of law or otherwise, without the prior written consent of the other Party and such consent shall not be unreasonably delayed or withheld. Any attempted transfer, assignment or delegation without such consent will be void and without effect. Notwithstanding the foregoing, each Party may assign these Terms to a successor of substantially all of its business or assets, whether by merger, sale of assets, sale of stock, reorganization or otherwise, with written notice to the other Party, provided that such successor in interest agrees in writing to assume all of the assigning Party's obligations under these Terms. Subject to the foregoing, these Terms will be binding upon and will inure to the benefit of the Parties and their respective representatives, heirs, administrators, successors and permitted assigns.

12.6 **Export Compliance.** The Solutions, and SentinelOne Software or other components of the Solutions which We may provide or make available to You for use by Your users are subject to U.S. export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to Your access to and use of the Solutions. You shall not access or use the Solutions if You are located in any jurisdiction in which the provision of the Solutions is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and You agree not to grant access to the Solutions to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (b) You are not a national of, or a company registered in, any Prohibited Jurisdiction, (c) You shall not permit users to access or use the Solutions in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and (d) You shall comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which You and users are located.

12.7 **Amendments and Waivers.** No modification, addition or deletion, or waiver of any rights under these Terms will be binding on a Party unless made in a written agreement executed by a duly authorized representative of each Party. No failure or delay (in whole or in part) on the part of a Party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy, and no waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law.

12.8 **Notices.** Any legal notice (whether these Terms expressly state "written notice" or "notice") or communication required or permitted to be given hereunder must be in writing, signed by the Party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving Party as identified in the signature box below, on a valid Purchase Order, or at such other address as may hereafter be furnished in writing by either Party to the other Party. Such notice will be deemed to have been given as of the date it is delivered. Notice is effective on the earlier of 5 days from being deposited for delivery or the date on the confirmed facsimile, confirmed email or courier receipt.

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

12.10 **Force Majeure.** Except for payments due under these Terms, 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 Us, 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**").

**COMPANY**

- [Why SentinelOne](#)
- [Platform](#)
- [About](#)
- [Partners](#)
- [Support](#)
- [Jobs](#)
- [Legal](#)
- [Contact Us](#)

**RESOURCES**

- [Blog](#)
- [Press](#)
- [News](#)
- [Events](#)
- [Insights](#)

**SENTINELONE GLOBAL HEADQUARTERS**

605 Fairchild Dr  
 Mountain View, CA 94043  
 +1-855-868-3733

[Twitter](#)

[Facebook](#)

[YouTube](#)

[LinkedIn](#)

**WORLDWIDE PRESENCE**



SentinelOne, All Right Reserved.