

SentinelOne Enduser Agreement

SentinelOne End User License Agreement

1. License Grant. All Covered grants the end user of the MEDR Solution (“End User”) a non-transferable, non-sublicensable, and nonexclusive right to access and use the MEDR Solution in accordance with the terms of the service agreement between All Covered and End User.
2. Ownership and Reservation of Rights. As between End User, All Covered, and SentinelOne, SentinelOne reserves all right, title, and interest in and to the MEDR Solution and any and all intellectual property rights embodied therein. SentinelOne reserves all rights not expressly granted herein, and no licenses are granted hereunder, whether by implication, estoppel or otherwise, except as expressly set forth herein.
3. Use Restrictions. End User shall not do any of the following: (a) modify, disclose, alter, translate or create derivative works of the MEDR Solution (or any components thereof) or any accompanying documentation; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the MEDR Solution (or any components thereof) or any documentation; (c) use the MEDR Solution other than as permitted under the service agreement between All Covered and End User and in conformity with the documentation; (d) use the MEDR Solution 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 property, personal or privacy rights; (e) use the MEDR Solution 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; (f) probe, scan or test the efficacy or vulnerability of MEDR Solution, or take any action in an effort to circumvent or undermine the MEDR Solution, except for the legitimate testing of the MEDR Solution in coordination with All Covered, in connection with considering a subscription to the MEDR Solution as licensed herein; (g) attempt or actually disassemble, decompile or reverse engineer, copy, frame or mirror any part or content of the MEDR Solution; (h) access, test, and/or use the MEDR Solution in any way to build a competitive product or service, or copy any features or functions of the MEDR Solution; (i) interfere with or disrupt the integrity or performance of the MEDR Solution; (j) attempt to gain unauthorized access to the MEDR Solution or its related systems or networks; or (k) disclose to any third party or publish in any media any performance information or analysis relating to the MEDR Solution.
4. End User Data. In providing the MEDR Solution, SentinelOne will: (i) store, process and access End User data only to the extent reasonably necessary to provide and to improve the MEDR Solution; (ii) implement and maintain commercially reasonable technical, physical and organizational measures to protect the security, confidentiality and integrity of End User data hosted by All Covered, SentinelOne or SentinelOne authorized third parties from unauthorized access, use, alteration or disclosure.
5. Data Privacy. SentinelOne will handle End User’s Personal Information in accordance with SentinelOne’s Privacy Policy available at <https://www.sentinelone.com/privacy-policy/> (“SentinelOne Privacy Policy”) and the privacy laws applicable to the Personal Information the MEDR Solution collects

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when operating in default mode. Such privacy laws include the California Civil Code Sec. 1798.100 et seq. ("CCPA") and the EU General Data Protection Regulation 2016/679 ("GDPR") and SentinelOne shall act exclusively as a Service Provider (as defined by CCPA) and Data Processor (as defined in GDPR) and shall retain, use, disclose and process Personal Information solely for the purpose of providing and enhancing the MEDR Solution on All Covered's behalf.

6. Hosting Location. Unless otherwise specifically agreed in writing, any End User data may be hosted by SentinelOne or its authorized third-party service providers in the United States or other locations around the world.

7. Anonymized Data. SentinelOne may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the MEDR Solution solely for SentinelOne's internal business purposes (including, but not limited to, improving the MEDR Solution and creating new features) and such anonymized and aggregate data shall not be considered End User data.

8. LIMITATION OF LIABILITY. SUBJECT TO ANY SPECIFIC LIMITATIONS ON LIABILITY STATED IN THIS SECTION, IN NO EVENT WILL SENTINELONE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY END USER TO ALL COVERED FOR 6 MONTH SUBSCRIPTION FEES AT THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES.

IN THE EVENT OF A BREACH OF PRIVACY OR SECURITY BY SENTINELONE, SENTINELONE'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY END USER TO ALL COVERED FOR 12 MONTH SUBSCRIPTION FEES EFFECTIVE AT THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES.

IN NO EVENT WILL SENTINELONE BE LIABLE TO THE END USER 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 MADE 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.

9. Notwithstanding any other provision of this Agreement, in no event shall SentinelOne's liabilities or obligations exceed the liabilities and obligations set forth in the Terms of Service at <https://www.sentinelone.com/terms-of-service/>.