SENTINELONE SOLUTIONS AGREEMENT

This SentinelOne Solutions Agreement is entered into as of the date of the last party to sign below (the “**Effective Date**”) by and between Sentinel Labs Inc. (“**SentinelOne**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Customer**”, or “\_\_\_\_\_\_\_\_\_\_\_\_”). 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. **SentinelOne Solutions**. This Agreement governs (a) SentinelOne’s provision of the products and services described in the applicable Order Form (defined below) together with the software underlying such products and services (the “**SentinelOne Software**”, and collectively, the “**SentinelOne Solutions**”); and (b) the applicable level of technical Support and support services for the SentinelOne Solutions as set forth in the corresponding Order Form and as further described on Exhibit A (“**SentinelOne Support**”).

“**Order Form**” is any ordering document such as a quote with corresponding purchase order, statement of work, service order or a similar document, which is agreed to in writing between the parties covering Customer’s procurement of the SentinelOne Solutions or Evaluation Offering (as defined below). An Order Form is an integral part of this Agreement and is fully incorporated herein.For an Order Form to be valid, it must be executed by both the Customer and SentinelOne or its authorized reseller (“**Reseller**”), except where a Customer has executed a final quote issued by SentinelOne or Reseller, referencing this Solution Agreement. Unless otherwise specified in the Order Form, the terms of this SentinelOne Solution Services Agreement will govern the Order Form (together herein referred to as the “**Agreement**”).  The Agreement shall take precedence over any other agreements, contracts or general terms that Customer may have entered into with a Reseller as it relates to the Sentinel One Solution only.

1. **SentinelOne Solutions**. On the condition that Customer complies with the terms and conditions of this Agreement, SentinelOne hereby grants Customer a non-transferable, non-exclusive license during the term of this Agreement to install, use and access the SentinelOne Solutions solely for security purposes and limited to the number of devices specified in the applicable Order Form, or as otherwise increased in accordance with Section 12.1; provided however, that any SentinelOne Solutions provided to Customer will be subject to the following terms below.

**Evaluations.**  If Customer receives Sentinel Solutions for evaluation purposes (“**Evaluation Offerings**”) then Customer may use the Evaluation Offerings for its own internal evaluation purposes (“**Evaulation**”) for a period of up to thirty (30) days from the date of receipt of the Evaluation Offerings (the “**Evaluation Period**”), unless otherwise agreed to in the Order Form covering the Evaluation.  Customer and SentinelOne may, upon mutual written agreement (including via email), extend the Evaluation Period. Upon expiration or termination of the Evaluation, Customer must (i) delete all software and other components (including Documentation) related to the Evaluation Offering at the end of the Evaluation Period, and confirm those deletions in writing to SentinelOne, or (ii) pay SentinelOne for the applicable fees invoiced for the then-current list price for the Evaluation Offering.  If the Evaluation Offering is a Subscription, Evaluator understands that SentinelOne may disable access to the Subscription automatically at the end of the Evaluation Period, without notice to Customer. EVALUATION OFFERINGS ARE PROVIDED “AS IS”, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, SENTINELONE DISCLAIMS ALL WARRANTIES RELATING TO THE EVALUATION OFFERINGS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. **Restrictions**. Except as expressly authorized by this Agreement, Customer 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 SentinelOne Solutions (or any components thereof) or any a Documentation; (c) disassemble, decompile or reverse engineer the SentinelOne Solutions (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 Solutions to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party privacy rights; (e) use the SentinelOne Solutions 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 Solutions; (g) access the SentinelOne Solutions to build a competitive product or service, or copy any features or functions of the SentinelOne Solutions; (h) interfere with or disrupt the integrity or performance of the SentinelOne Solutions; (i) attempt to gain unauthorized access to the SentinelOne Solutions or their related systems or networks; (j) disclose to any third party any performance information or analysis relating to the SentinelOne Solutions; (k) remove, alter or obscure any proprietary notices in or on the SentinelOne Solutions or any acCustomering documentation, including copyright notices; or (l) cause or permit any User or third party to do any of the foregoing.
2. **Ownership and Reservation of Rights**.

4.1 Customer. As between the parties, Customer reserves all right, title and interest in and to Customer’s products and services and any and all Intellectual Property Rights embodied in the foregoing (collectively, the “**Customer IP**”).

4.2 SentinelOne. As between the parties, SentinelOne reserves all right, title and interest in and to the SentinelOne Solutions (and any and all modifications to or derivative works of the SentinelOne 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 this Agreement, and no licenses are granted by one party to the other party under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement. For the purpose of this Agreement, “**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. **Fees and Payment Terms**.
	1. Fees. The fees for the SentinelOne Solutions and SentinelOne Support are collectively set forth in the Order Form (the “**Fees**” or “**Support Fees**”). Unless otherwise expressly agreed to by the parties, Customer will pay all Fees within 30 days of the date SentinelOne’s invoice to Customer. All payments due under this Agreement will be made in U.S. Dollars by check or bank wire transfer, in immediately available funds to an account designated by SentinelOne.
	2. 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. Customer will be responsible for and pay all sales and similar taxes and all license fees and similar fees levied upon the provision of the SentinelOne Solutions provided under this Agreement excluding only taxes based solely on SentinelOne’s net income. Customer will indemnify and hold harmless SentinelOne from and against any and all such taxes and related amounts levied upon the provision of the SentinelOne Solutions and any costs associated with the collection or withholding thereof, including penalties and interest.
2. **Security**. SentinelOne will use commercially reasonable efforts to implement reasonable technical and organizational measures designed to secure, from unauthorized access, use, alteration or disclosure, any information or data disclosed by Customer to SentinelOne that is capable of identifying any specific person. Notwithstanding anything to the contrary in this Agreement, SentinelOne may monitor, collect, use and store anonymous and aggregate statistics regarding use of the SentinelOne Solutions solely for SentinelOne’s business purposes (including, but not limited to, enhancing the SentinelOne Solutions and creating new features).
3. **Additional Obligations**.
	1. Delivery. SentinelOne will make the SentinelOne Software available to Customer via download from SentinelOne’s website or other means determined by SentinelOne.
	2. Support. SentinelOne will use commercially reasonable efforts to provide to Customer the SentinelOne Support pursuant to the then current support service terms at found on SentinelOne’s website.
4. **Confidentiality**.

8.1 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 the 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. Confidential Information includes, but is not limited to, the components of the business plans, financial plans, know how, Customer information, strategies, and other similar information.

8.2 Obligations. The Receiving Party will maintain in confidence, during the term of this Agreement and for the five year period commencing upon the effective date of termination of this Agreement, the Confidential Information, and will not use such Confidential Information except as expressly permitted in this Agreement. The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party’s obligations under this Agreement. In addition, 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 this Agreement, and if such directors, officers, employees and/or 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 8.2. 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 the enforcement of this Agreement or rights under this Agreement; or (d) in connection with an actual or proposed merger, acquisition, or similar transaction.

8.3 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 “**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 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 8.3, Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

8.4 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.

1. **Representations, Warranties and Remedies**.
	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 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.
	2. SentinelOne warrants that the SentinelOne Solutions will substantially conform in all material respects in accordance with the Documentation. Customer will provide prompt written notice of any non-conformity and provide SentinelOne a reasonable opportunity, not to exceed thirty (30) days, to remedy such non-conformity.
	3. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 9, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THIS AGREEMENT AND THE SENTINELONE SOLUTIONS, 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. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.
2. **Indemnification Obligations**.
	1. Infringement Indemnity. SentinelOne, at its sole expense, will defend Customer and its directors, officers, employees, contractors, agents, or other authorized representatives (“**Customer Indemnitees**”) from and against any and all third party claims, suits, actions or proceedings (each a “**Claim**”), and indemnify Customer 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 or arising in connection with the exercise of any of the rights granted under this Agreement with respect to the SentinelOne IP infringing any Intellectual Property Rights of any third party. In the event of a Claim pursuant to this Section 10.1, SentinelOne may, at SentinelOne’s option and at SentinelOne’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 for an equivalent non-infringing component; or (c) modify the SentinelOne Solutions to make them non-infringing. If (a), (b), or (c) is not obtainable on commercially reasonable terms, SentinelOne may terminate this Agreement, effective immediately, by written notice to Customer. In the event of a termination of this Agreement pursuant to this Section 10.1, all rights and licenses with respect to the SentinelOne Solutions will immediately cease and SentinelOne will refund to Customer all prepaid Fees for the SentinelOne Solutions attributable to the Subscription Term (as outlined in the applicable Order Form) 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 Customer Indemnitees; (ii) any combination of the SentinelOne 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 SentinelOne Solutions; (iii) any modification to the SentinelOne 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 SentinelOne Solutions by any Customer Indemnitees or any third party in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; or (v) the continued use of the SentinelOne Solutions after SentinelOne has provided a substantially equivalent non-infringing software or service.
	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 this Agreement.
	3. Procedures. The indemnifying party’s indemnification obligations under this Section 10 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 Section 10 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.
3. **Limitation of Liability**. EXCEPT FOR BREACHES OF SECTION 3 (RESTRICTIONS), 8 (CONFIDENTIALITY) OR EACH PARTY’S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO SENTINELONE DURING THE 6 MONTH PERIOD PRIOR TO THE EVENT UNDER WHICH THE DAMAGES AROSE. 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 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 11 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
4. **Term, Termination and Effect of Termination**.
	1. Term. The term of this Agreement will begin on the Effective Date and continue for 12 months, unless otherwise stated in an Order Form executed by the parties (the **“Initial Subscription Term”**). Thereafter, this Agreement will automatically renew for additional successive periods identical in length to the Initial Subscription Term (the **“Renewal Subscription Term”**) unless either party notifies the other in writing no less than 30 days prior to the close of the then-current Initial or Renewal Subscription Term of its intention not to renew. SentinelOne agrees to maintain the discounted price per seat specified in the corresponding Order Form for all Renewal Subscription Terms, up to the maximum number of devices also specified therein. Customer shall notify SentinelOne in writing no less than 30 days prior to the close of the then-current Initial or Renewal Subscription Term of any intention to modify the number of seats or devices to be licensed for the upcoming Renewal Subscription Term.
	2. Termination for Cause. In addition to SentinelOne’s right to terminate this Agreement pursuant to Section 10.1, either party may terminate this Agreement, for cause, if the other party: (a) materially breaches this Agreement and does not remedy such breach within 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. If Customer uses the SentinelOne Solutions in any unauthorized manner, SentinelOne may immediately terminate this Agreement, for cause, with written notice to Customer.
	3. Effect of Termination. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer under this Agreement will immediately terminate; (b) all of SentinelOne’s obligations under this Agreement (including, SentinelOne’s performance of the SentinelOne Support) will immediately cease; (c) Customer will immediately pay to SentinelOne all amounts due and payable up to the effective date of termination of this Agreement; and (d) 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. Customer will immediately confirm, in writing, that it has complied with Section 12.4(d) at SentinelOne’s request. Notwithstanding any terms to the contrary in this Agreement, (i) Sections 3, 4, 5, 8, 9.2, 10, 11, 12.4 and 13 will survive any termination of this Agreement, and (ii) no refunds will be issued to Customer unless Customer terminates this Agreement pursuant to Section 12.2 or SentinelOne terminates this Agreement pursuant to Section 10.1.
5. **General Provisions**.
	1. Entire Agreement. This Agreement, together with all exhibits to this Agreement (all of which are incorporated herein by reference), 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. In the event of a conflict between the terms and conditions of this Agreement (the main body) and the terms and conditions of an exhibit, the terms and conditions of the exhibit would govern.
	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.
	3. 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.
	4. Publicity. Customer agrees that SentinelOne may reference and use Customer’s name and trademarks in SentinelOne marketing and promotional materials, including, but not limited to, the SentinelOne website, solely for purposes of identifying Customer as a customer of SentinelOne. 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.
	5. Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by a party, by operation of law or otherwise, without the prior written consent of the other party, and 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.
	6. 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. 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.
	7. Notices. Any 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 5 days from being deposited for delivery or the date on the confirmed facsimile, confirmed email or courier receipt.
	8. 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.
	9. 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**”).
	10. 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).

IN WITNESS WHEREOF, the parties authorized representatives have executed this SentinelOne Solutions Agreement as of the Effective Date.

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| **CUSTOMER****Customer** | **SENTINELONE**Sentinel Labs Inc. |
| By:  | By:  |
| Title:  | Title:  |
| Date:  | Date:  |
| Address:   | Address: 2513 E. Charleston Rd, Suite 100 Mountain View, CA 94043 USA |
| Email:  | Email:  |