



MobileSOC and SentinelOne CORE EPP Terms of Service Agreement

This Terms of Service Agreement (“Agreement”) is by and between Critical Start, Inc., a Delaware Corporation (“Critical Start”) and the entity you identified as entering into this Agreement (“Company”), and is effective as of the date you click “Accept” (“Effective Date”). Each of Critical Start and Company may be referred to herein individually as a “Party” or collectively as the “Parties”. Critical Start is offering a limited term usage of its MobileSOC combined with SentinelOne CORE EPP for the Term (“MobileSOC Service”) to provide enterprises a necessary tool to manage the remote workforce that has resulted from the 2020 COVID-19 pandemic. This Agreement governs Company’s usage of the MobileSOC Service.

CHECKING THE BOX AND USING THE MOBILESOC SERVICE INDICATES YOU HAVE READ AND AGREED TO THIS AGREEMENT, YOU FULLY ACCEPT AND AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT. IN ADDITION, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND COMPANY TO THIS AGREEMENT; AND (II) YOU AGREE ON BEHALF OF COMPANY TO THIS AGREEMENT. IF COMPANY DOES NOT AGREE TO THESE PROVISIONS, DO NOT CHECK THIS BOX. CHECKING THIS BOX AND USING THE MOBILESOC SERVICE ESTABLISHES A BINDING AGREEMENT BETWEEN COMPANY AND CRITICAL START. ACCEPTANCE OF THIS AGREEMENT IS REQUIRED AS A CONDITION TO ACCESSING AND USING THE MOBILESOC SERVICE.

Nothing in this Agreement shall be construed as creating an obligation of either Party to enter into a further agreement or to purchase, sell, license, provide or perform any services, products or technology beyond the Term of this Agreement.

1. **Service.** Subject to the terms and conditions of this Agreement, Critical Start shall provide to Company the MobileSOC Service during the Term.
2. **Reservation of Rights.** As between Company and Critical Start, Critical Start will own all right, title and interest in and to the MobileSOC Service. This Agreement does not transfer or convey to Company or any third party any right, title or interest in or to the MobileSOC Service or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this Agreement. Company hereby assigns to Critical Start all right, title and interest in and to, and Critical Start shall have the perpetual and irrevocable right to use, any and all suggestions, enhancement requests, recommendations or other feedback provided by Company, relating to the MobileSOC Service.
3. **Use Restrictions.** Company (i) will use the MobileSOC Services for its internal purposes, and (ii) will not, for itself, any affiliate of Company or any third party: (a) sell, rent, license, assign, distribute, or transfer any of the MobileSOC Services; (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the MobileSOC Services; (c) copy the MobileSOC Services, or (d) remove from the Mobile SOW Services any language or designation indicating the confidential nature thereof or the proprietary rights of Critical Start or its suppliers. In addition, Company will not, and will not permit unaffiliated third parties to, (I) use the MobileSOC on a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; (II) alter any aspect of the MobileSOC; or (III) assign, transfer, distribute, or otherwise provide access to any of the MobileSOC to any unaffiliated



third party or otherwise use the MobileSOW with or for the benefit of any unaffiliated third party.

4. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information of Critical Start includes, but is not limited to information about the MobileSOC Services. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
5. **Term; Termination.** Unless terminated as described below, the term of the Agreement shall commence on the Effective Date and will end on 06/15/2020 ("Term") unless earlier terminated as follows. Each Party may terminate this agreement upon written notice to the other Party in the event the other Party commits any material breach of this Agreement.
6. **DISCLAIMERS.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER OF THE PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO THEIR OBLIGATIONS AND RESPONSIBILITIES UNDER THIS AGREEMENT, THE MOBILESOC SERVICE, OR ANY OTHER MATTER RELATING TO THE SUBJECT MATTER HEREOF, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. CRITICALSTART DOES NOT WARRANT OPERATION OF THE MOBILESOC SERVICE WILL BE FREE OF NON- MATERIAL ERRORS, BUGS, OR MINOR INTERRUPTION, OR THAT ALL SUCH ERRORS WILL BE CORRECTED.
7. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EXCEPT FOR LIABILITY ARISING FROM COMPANY'S INFRINGEMENT, VIOLATION, OR MISAPPROPRIATION OF CRITICAL START'S INTELLECTUAL PROPERTY RIGHTS OR SUBJECT MATTER THEREOF, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF CRITICAL START FOR ANY AND ALL CLAIMS AND ACTIONS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500).
8. **Miscellaneous.** Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. This Agreement may not be amended or modified, in whole or part, except in writing signed by duly authorized representative of both Parties. Nothing in this Agreement shall be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner. All disputes, claims or



controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Texas without regard to its rules of conflict of laws. Venue for any claim, dispute, arbitration, or lawsuit shall be Collin County, Texas. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations.