



MANAGED SERVICES TERMS & CONDITIONS AGREEMENT

2022

Singler Tech

<https://singlertech.com>

SINGLER TECH MANAGED SERVICES TERMS & CONDITIONS AGREEMENT

This Managed Services Terms & Conditions Agreement (“the Agreement”) is between Singler Tech, an Illinois company (“Singler Tech”), and the entity who executes a Managed Services Agreement (“MSA”) or any other Agreement with Singler Tech into which this Agreement is incorporated by reference (“Client”). This Agreement is hereby attached and incorporated into each such MSA and/or other agreement executed by Client. By entering into an MSA or other agreement which incorporates this Agreement by reference, Client hereby agrees to be bound by and abide with the terms and conditions of this Agreement. This Agreement is effective upon the execution by Singler Tech and Client of an MSA and/or other agreement which incorporates this Agreement by reference (the “Effective Date”), and shall remain in effect for so long as each such MSA and/or other agreement is in effect.

1. MANAGED SERVICES DEFINED IN THE MSA

- A. Singler Tech shall provide the Managed Services (“Managed Services”) as defined and set forth in the Managed Services Agreement (“MSA”) executed by Client.

2. MONITORING AND SUPPORT

- A. Singler Tech monitors all systems and networked equipment that it manages under the Managed Services (“Managed Systems”) 24 hours per day, 365 days per year, barring cases of third party hardware, software, or service failure and Force Majeure described in Section 14 of this Agreement, or other service interruptions that prevent monitoring, however caused. In case of interruptions in monitoring, Singler Tech shall make commercially reasonable efforts to restore monitoring. The terms of Singler Tech’s technical support of Managed Systems, or any help desk or other support services that may be offered as part of the Managed Services are determined by the MSA, where applicable.

3. START DATE / SERVICE PERIOD

- A. The Start Date is the date Singler Tech turns on its services covered hereunder. The Service Period and billing begin on the Start Date. At the end of the Service Period, this Agreement will automatically renew for consecutive terms of the same duration as the Service Period, unless terminated in writing at least sixty (60) days prior to the expiration of the then-current term. If one or more equipment-related charges (such as a hardware lease) are paid in full during any given Service Period, the monthly fees for the next period will decrease by the amount of the current monthly fees attributable to the said charges. Any changes made to the Managed Services by mutual consent during a Service Period shall be documented by executing a subsequent MSA during that Service Period, but such changes to Managed Services shall not affect the Service Period itself as set forth in the original MSA, unless such subsequent MSA specifies a different Service Period. If Singler Tech or Client fail to execute a subsequent MSA after a change in Managed Services has been mutually agreed upon in writing in another (non-MSA) agreement executed by Singler Tech and Client (such as a Statement of Work), such failure shall not in any way affect Client’s

responsibility to pay the new and updated fees due and payable for the new Managed Services to which Client has agreed by executing such other (non-MSA) agreement.

4. START-UP FEES AND PAYMENT

- A. Start-up fees and the first month's service fees are due and payable with the signing of this Agreement. Monthly service fees are due during the Service Period and shall be paid monthly in advance by the first of each month, in advance for that month, without demand or invoice. Specifically, Singler Tech shall not be required to generate an invoice or make any demands for payment on or before the first of each month in order for Client to be obligated to pay the monthly service fees specified by the MSA by the first of each month, in advance for that month. Singler Tech shall provide invoices for each Managed Services payment due hereunder and at reasonable times and shall not unduly delay such invoicing. The fees and payments due hereunder are defined in the MSA. Service is subject to interruption and disconnection by Singler Tech for nonpayment of monthly service fees or any other fees due and payable by Client, and Singler Tech reserves the right to seek all other remedies at law.

5. TAXES AND OTHER CHARGES

- A. All amounts due and payable hereunder will be exclusive of applicable charges, fees, levies, imposts, duties, tariffs or other assessments imposed by or payable to any federal, state, local or foreign tax or governmental authority, including without limitation sales, use, goods, services, value added, transfer, customs, personal property, stamp duty, excise, withholding and other obligations of the same or similar nature (individually and collectively, "Taxes") based or measured thereon. Client will be responsible for the payment of all such Taxes, excluding Taxes based on Singler Tech's income. Client will indemnify and hold Singler Tech harmless from any current or future obligation, including due a change in legislation, to pay to any governmental entity any employer statutory Taxes, withholding Taxes, social security Taxes or any other Taxes in connection with Singler Tech's performance under this Agreement, and from any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs of litigation) arising out of or resulting therefrom.

6. RESPONSIBILITY OF PARTIES

- A. Singler Tech shall use commercially reasonable efforts to provide the Client with substantially uninterrupted services by means of Singler Tech's systems, personnel, and other resources.

7. ACCEPTABLE USE POLICY ("AUP")

- A. The Client shall use Singler Tech's services only in accordance with applicable law and for lawful purposes. The Client shall not use or permit others to use Singler Tech's services (including by transmitting, posting or storing content) in a manner which would violate any law or infringe any copyrights or trademarks. Once notified of any violation of this Acceptable Use Policy, the Client agrees to cooperate with Singler Tech and work promptly to cease the noted activities. Singler Tech reserves the right to interrupt or disconnect services for non-compliance with this AUP or in compliance with instructions from government authorities. Client shall be responsible for all authorized uses of services provided by Singler Tech. A more extensive AUP may be provided as an addendum to this Agreement in connection with certain services.

8. SINGLER TECH EQUIPMENT

A. In certain circumstances, Singler Tech may supply client premises equipment or cloud premises equipment that may consist of any third party hardware and software not manufactured by Singler Tech (“CPE”) to the Client and retain ownership in such CPE. Unless otherwise specified through an SOW or other agreement, all CPE shall be purchased and owned by the Client, whether procured by Singler Tech and passed through to Client, or purchased directly by Client from third party hardware and software vendors. In the event that any CPE is owned by Singler Tech, Singler Tech shall have the right to remove all CPE that it has supplied. Client agrees to allow Singler Tech personnel and subcontractors reasonable access to the Client’s premises and/or building (the “Client Site”) for the purpose of installing, configuring, managing, maintaining, repairing, replacing and removing the CPE. If Client does not own the Client Site and access to portions of the Client Site other than the Client premises is needed (i.e. building phone room, data room, HVAC room, roof, etc.), Client shall obtain, with Singler Tech’s cooperation, all appropriate permissions from the owner or landlord for such activities.

9. NO WARRANTY

- A. SINGLER TECH PROVIDES ALL SERVICES ON AN AS IS BASIS. IN PROVIDING ITS SERVICES, SINGLER TECH, ITS OFFICERS, DIRECTORS, PRINCIPALS, MEMBERS, MANAGERS, EMPLOYEES, SUBCONTRACTORS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY STATED HEREIN AND EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR MULTIPLE DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST PROFITS, LOST REVENUES, LOST DATA, LOSS OF SECURITY, LOSS OF PRIVACY, COSTS OF RECREATING LOST DATA, COST OF PROCURING OR TRANSITIONING TO SUBSTITUTE SERVICES, OR LOSS OF USE, RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON SINGLER TECH’S SERVICES OR THIRD PARTY SERVICES PROVIDED OR PASSED THROUGH BY SINGLER TECH OR BY ANY OTHER PARTY IN CONJUNCTION WITH SINGLER TECH’S SERVICES, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), WHETHER IN CONTRACT OR IN TORT, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF EITHER CLIENT OR SINGLER TECH KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.
- B. Without limiting the foregoing, Singler Tech shall not be liable for any damages resulting from the use or inability to use its services, reliance on its services or on information obtained therefrom, interruptions of service, breach, compromise, unauthorized access to any records, files, data, systems, or other assets, valuables and resources; errors, defects, viruses, malware, delays in operation or transmissions or any other failure of performance or business function. Further, except in the event of willful misconduct by Singler Tech, Singler Tech shall not be liable for any direct damages resulting from the loss of any of Client's data or third party data, breach of security or loss of privacy of data on Client's systems or third party systems that may occur on systems installed, serviced, and/or managed by Singler Tech, or any direct or indirect damages resulting therefrom; the malfunction, performance or compromise of any system, network or other resource related to or associated with in any capacity or by any theory with Singler Tech services, and any Client or third party damages, claims, losses or expenses resulting therefrom; any personal injury (whether of a physical or psychological nature) or death of any person, whether associated with Client or otherwise, that may in any capacity or by any theory be associated with services provided by Singler Tech, and any Client or third party damages, claims, losses or expenses resulting therefrom.

10. SERVICE LEVEL AGREEMENT

- A. Depending on nature of the services being supplied hereunder, a separate Service Level Agreement or Commitment Scope may be provided. If such Service Level Agreement or Commitment Scope is provided, it shall be executed separately.

11. LIMITATION OF LIABILITY

- A. Both parties agree that it is impossible to guarantee the trouble-free performance of computer hardware, software, networks, environments, security and systems, the security, privacy, specific functionality or performance of any free-standing or integrated system or resource; the reliability, applicability or performance of any technology or technology-related asset; the applicability, outcome or performance of any training or the behavior of any human resources; whether procured, provided, installed, managed, supported, administered, trained and/or supervised by Singler Tech, or in any way associated with Singler Tech services or otherwise. Therefore, Client and Singler Tech agree to certain further limitations of liability and damages.
- B. To the extent not prohibited by applicable law, Singler Tech's maximum aggregate and cumulative liability under this Agreement for any and all losses, claims, damages, expenses, attorney and expert fees or liability of any kind, including but not limited to claims of breach of contract, breach of warranty, negligence (including strict liability), whether in contract or in tort, or under any other legal theory, is limited to the amount in fact paid by Client hereunder for the two (2) months immediately preceding the event giving rise to such loss, damage, claim, or liability. In no event shall Singler Tech be liable for any consequential, incidental, special, exemplary, indirect, punitive or multiple damages in connection with or arising out of this Agreement, (ii) any accompanying or associated MSA, whether signed concurrently or not, and, (iii) any other agreement between Client and Singler Tech that incorporates this Agreement; including but not limited to claims or damages involving loss of business, revenue, profits, use, data, good will, reputation, or other economic advantage, however caused, and regardless of the legal theory of liability, even if Singler Tech and/or Client knew, or should have known of the possibility thereof. Client and Singler Tech agree that the provisions of Section 9 (No Warranty) and this Section 11 (Limitation of Liability) of this Agreement shall constitute Client's sole and exclusive remedy with respect to (i) Singler Tech's services and any claims or actions arising therefrom, and, (ii) any third party services passed through or provided by Singler Tech or by any other party in conjunction with Singler Tech's services, and any claims or actions arising therefrom; even if a mediator, arbitrator, or court of competent jurisdiction finds that such sole and exclusive remedy has failed its essential purpose.

12. INDEMNITY

- A. Client agrees to indemnify, defend, and hold harmless Singler Tech, and its officers, directors, principals, members, managers, employees, subcontractors, agents, representatives, successors and assigns from and against any damage, claim, loss, expense (including reasonable attorneys' fees and damage to any person or property), occurring as a result of (i) Client's use or inability to use of Singler Tech's services, or use or inability to use by those authorized by Client of Singler Tech's services; (ii) Client's handling, storage, transmission or possession of information, data, messages or other content or assets on Singler Tech's systems or network, on Client systems or network that are installed, managed or otherwise serviced by Singler Tech, or on third party systems and networks that Singler Tech uses to provide its services, including but not limited to, claims: (A) for libel, slander, invasion of privacy, identity theft, infringement of

copyright, and invasion or alteration of private records or data; (B) for infringement of patents; (C) for security breaches of any kind; or (D) based on handling, storage, transmission or possession of information that contains viruses, malware or other destructive code, media, or any unlawful content; (iii) Client's or third parties' reliance on Singler Tech's services or on information obtained therefrom; (iv) Client's breach of any software licensing requirements of third parties; (v) Client's failure to comply with any provision of this Agreement or Singler Tech's Professional Services Agreement; or, (vi) Client's failure to obtain permits, licenses, or consents that Client may be required to obtain to enable Singler Tech to provide its products or services (e.g., landlord permissions, wiring permits, etc.)

- B. Singler Tech agrees to indemnify and defend Client, its directors, officers, employees, agents and successors against third party claims enforceable in the United States alleging that Singler Tech's services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Singler Tech's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided or requested by Client, or (ii) Client's continued use of infringing services after Singler Tech provides reasonable notice to Client of the infringement. For any third party claim that Singler Tech receives, or to minimize the potential for a claim, Singler Tech may, at its option and expense, either: (i) procure the right for Client to continue using the services in question; (ii) replace or modify the services with comparable services; or (iii) terminate the services. The provisions of this Section 12 state the entire liability and obligations of the indemnifying party, and the exclusive remedy of the indemnified party, with respect to any of the claims identified herein.

13. GENERAL

- A. This Agreement, any addendum to this Agreement, the Singler Tech Professional Services Agreement ("PSA") delineating the terms of the relationship, the MSA that describes the Managed Services to be provided hereunder, and, in the event Singler Tech provides Client with cloud services, a Cloud Services Availability Commitment Scope ("CSACS"), constitute the entire agreement of the parties and supersede all negotiations, proposals or purchase or other work orders, written or oral, provided that the Client shall also adhere to all policies and procedures established by Singler Tech. This Agreement can be amended only by written agreement signed by duly authorized representatives of the parties. This Agreement may be assigned by either party without notice in the event of a merger or sale of substantially all of the assigning company's assets or stock. The obligations under this Agreement shall be binding on and inure to the benefit of both Client and Singler Tech, their successors, and permitted assigns. Any purchase order issued by the Client shall be solely for the internal convenience of the Client, and no term or condition contained in the purchase order shall in any way modify this Agreement or any of the rights or obligations of either party hereunder.

14. FORCE MAJEURE

- A. Neither party to this Agreement shall have liability or responsibility to the other party for any delay, failure to perform, service interruption, outage, damage, malfunction, or any consequence thereof or damage resulting therefrom, due to any circumstance beyond the party's reasonable control including, but not limited to, inclement weather, climate change, resource shortages, all acts of nature and acts of God, strikes, civil disturbances, riots, terrorist acts, unavailability of or delays in goods or services needed from third parties including but not limited to third party hardware, software, data center, collocation, and cloud service providers, interruption or outage of or delay in telecommunications including the public

Internet, voice lines, data lines, or any telecommunications equipment or service, transportation, delivery, power outages, electrical or other utility services, failure of third party hardware, software or services, or any acts or omissions of any third parties.

15. TERMINATION

- A. Termination by Client is permitted without charge only in the case where all of the services provided hereunder as defined by an MSA executed by Client are unavailable or out of service for a period of seven consecutive days from ticket open, other than due to Force Majeure, provided Client works in good faith with Singler Tech to correct the outage and does not contribute to the outage intentionally or not, by action, inaction, or omission. In such case, service fees will be due up to the ticket-open date. All other terminations permitted under this Agreement by Client require a payment of all fees due and payable under this Agreement for the entire then-current Service Period as a lump sum within five (5) business days of such Termination, and the return of all Singler Tech equipment. Paragraphs 4, 5, 9, 11, 12, 13, 16, and 17 of this Agreement shall survive termination of this Agreement.

16. VENUE; GOVERNING LAW

- A. Venue for the purpose of any disputes regarding this Agreement shall lie exclusively in Illinois, and the state and federal courts of the Commonwealth of Illinois shall have exclusive jurisdiction over the parties and subject matter of this Agreement. Each party consents and submits to the in personam jurisdiction of any state or federal court located with the Commonwealth of Illinois. Any party attempting to bring any suit concerning this Agreement in any state other than Illinois shall be deemed to have consented to that suit's dismissal for improper venue and lack of jurisdiction and shall be liable to the other party for the other party's reasonable and necessary attorney's fees and costs incurred in moving to dismiss the suit. The interpretation of this Agreement is governed by Illinois law (except for any conflicts of law rules, if any, that might make the laws of another jurisdiction govern).

17. ARBITRATION

- A. Notwithstanding Paragraph 16 of this Agreement, as a material part of this Agreement, Client and Singler Tech agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement or of Singler Tech's services shall be determined by confidential, final, and binding arbitration in Illinois, in accordance with the then-existing rules for commercial arbitration of the American Arbitration Association. Disputes, claims, and controversies subject to final and binding arbitration under this Agreement include, without limitation, all those that otherwise could be tried in a court to a judge or jury in the absence of this Agreement. By agreeing to submit all disputes, claims, and controversies to binding arbitration, both Client and Singler Tech expressly waive their rights to have such matters heard or tried in a court before a judge or jury or in any other tribunal, and shall agree to all discovery requests and submit to all depositions as if it is doing business in the Commonwealth of Illinois. The scope of any arbitral award shall be expressly limited by the terms of this Agreement. Any award shall be final, binding and conclusive upon the parties, subject only to judicial review provided by statute, and a judgment rendered on the arbitration award may be entered in any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, both Client and Singler Tech agree that before undertaking the aforementioned arbitration, they shall submit all disputes, claims, or controversies to a mutually agreeable mediator in an attempt to informally resolve said disputes, claims or controversies without the need for arbitration. Both Client and Singler Tech agree that prior to even engaging mediation,

they will make every effort to resolve any disputes peacefully. Nothing in this Section shall be deemed to prohibit Singler Tech from seeking injunctive relief or to restrict Singler Tech from asserting or enforcing any collection action in court, other than as set forth in Section 16 and this Section 17 of this Agreement.

18. EXCLUSIONS FROM MANAGED SERVICES

A. The following is a list of costs, expenses, charges or services explicitly excluded from the Managed Services listed in any MSA executed by Client. The below is not meant to constitute a complete list, and any cost, expense, charge, or service that is not specifically listed and explicitly included in an executed MSA is excluded from Managed Services by definition:

- Any parts, equipment, or hardware costs, fees or charges of any kind
- Any software, licensing, software assurance, renewal, or upgrade fees of any kind
- Any taxes of any kind
- Any shipping, handling, courier, or postage charges of any kind
- Any 3rd party vendor, OEM, or other manufacturer support fees or incident fees of any kind
- Any hardware/software and computer systems supported by a 3rd party vendor, OEM, or other manufacturer
- Any medical equipment
- Any premises wiring services (voice/data/video cabling) of any kind
- Training of any person in any context, unless otherwise specified
- Travel, travel time, gas or gas mileage, per diem or accommodations, when applicable, when visiting Client offices or any other third party site on Client's behalf
- Any non-IT materials needed to provide services or requested by Client, including but not limited to office supplies or media
- Any type of service, repair, reconfiguration, maintenance or management occasioned or made necessary by the alteration of systems, devices, software or other resources, with or without administrative access to such resources, by anyone other than authorized Singler Tech personnel. Includes any change or service occasioned by acts or omissions by the Client's own employees, principals, consultants, subcontractors, third party vendors, or any other third parties who may have or have had physical, logical or remote access to Client's resources
- Maintenance of third party applications, software, software packages or add-ons, whether acquired through Singler Tech or any other source. The only exception is software made or modified by Singler Tech in order to provide managed services.
- Any software programming or scripting (creation or modification of software code) and program (software) maintenance
- Any work, project, service or support of any kind, whether one-time, periodic, or ongoing, that involves a new resource that was not present at the time an MSA is executed
- Any work that does not qualify as a service ticket with respect to restoring the normal functioning of the resources being managed as per an MSA, i.e. any work that does not involve proactive management, routine administration, or troubleshooting (whether client-prompted/requested or otherwise) malfunctioning or non-functioning systems or resources under management as per an MSA. Any such work is defined as a Project. Projects include but are not limited to re-configuring resources by client request, integrating with newly acquired/introduced hardware, software or networks, or with other formerly non-existent third party resources, or otherwise making changes to managed resources, when such configuration, integration or changes are not warranted nor necessary (a) to manage such resources, or, (b) to keep such resources in good working order. Such Projects are by definition not part of Managed Services, since Managed Services concern themselves with proactively managing, maintaining, troubleshooting, and keeping operational existing resources explicitly covered by an MSA.

19. DISTRIBUTION AGREEMENT FOR SENTINELONE SOLUTIONS

This Distribution Agreement for SentinelOne Solutions (“Agreement”) is made and entered into as of the last date of the parties’ signatures below (the “Effective Date”) by and between “Singer Tech”, as the managed security service provider (“MSSP”) identified in the digital signature or signature block for the Master Service Agreement “MSA” and the customer or client of MSSP. Each of Customer/Client and MSSP may sometimes be referred to herein as a “Party” and together as “Parties.”

1.1. Use and Access to the Solutions by Customers. MSSP must ensure that prior to any delivery, download or distribution of any component of the Solutions to Customers (or any Customers’ systems or Endpoints), allowing provision of any Managed Services to Customers, MSSP and Customers shall enter a written form of the Solutions Terms which shall include: (a) restrictions on use of the Solutions restrictions detailed in Section 1.2 (a)-(l); (b) license limitations commensurate with the limitations in Section 1.3; and (c) binding, comprehensive and clear language limiting the liability of SentinelOne with respect to any claims arising out of Customer’s use of the Solutions or receipt of MSSP Services at levels not exceeding the liability limitations assumed by SentinelOne under the Terms of Service. To the extent MSSP fails to include such limitation of liability language in the Solutions Terms, then MSSP’s indemnification obligations to SentinelOne with respect to any Customers’ claims relating to such Customers’ use of the Solutions and/or receiving MSSP Services shall be unlimited under Section 6.1(e) of the agreement between MSSP and SentinelOne. Subject to the terms and conditions of this Agreement, and during the Term of this Agreement, MSSP’s affiliate who provides SentinelOne services and products grants a non-transferable, non-sublicensable, and non-exclusive right to allow Customers to access and use the Solution(s) and use the Solutions as MSSP, solely in the context of evaluating the Solutions or receiving MSSP Services from MSSP. MSSP agrees that any such access and use of the Solutions by Customers will be removed/terminated by MSSP upon any conclusion or termination of the relevant evaluation or MSSP Services, unless the Customer purchases a direct license from SentinelOne for continued use of the Solution(s) under the Terms of Service. MSSP agrees that MSSP shall be responsible for Customer’s access and use of the Solutions and Customer’s compliance with the restrictions on use identified herein.

1.2. Restrictions. Except as expressly authorized by this Agreement, MSSP may not (and shall not permit or cause any third party, including the Customer or any MSSP User to) do any of the following: (a) modify, disclose, alter, translate or create derivative works of the SentinelOne Technology (or any components thereof) or any accompanying Documentation; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the SentinelOne Technology (or any components thereof) or any a Documentation; (c) disassemble, decompile or reverse engineer the SentinelOne Technology (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 Technology in any illegal way, in violation of any law or regulation or third party property or personal right, including, 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 SentinelOne Technology 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 Technology; (g) access or use the SentinelOne Technology to build a competitive product or service, or copy any features or functions of the SentinelOne Technology; (h) interfere with or disrupt the

integrity or performance of the SentinelOne Technology; (i) attempt to gain unauthorized access to the SentinelOne Technology or their related systems or networks or to another user account; (j) disclose to any third party or publish in any media any performance information or analysis relating to the SentinelOne Technology without consent of Sentinel One; (k) remove, alter or obscure any proprietary notices in or on the SentinelOne Technology any MSSP accompanying Documentation, including copyright notices (l) probe, scan or test the vulnerability of the Solutions, or take any action in an effort to circumvent the Solutions; test the vulnerability of the SentinelOne Technology, breach the security or authentication measures on the SentinelOne Technology, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the SentinelOne Technology, such as a denial-of-service attack.

1.3. Standard Managed Service License. Subject to the terms and conditions of the Agreement between MSSP and SentinelOne, during the Term of this Agreement, MSSP has been granted a non-transferable, non-sublicensable, non-exclusive license to: (a) demonstrate the Solutions features and functionality to potential customers, (b) implement the SentinelOne Server Components of the SentinelOne Solutions on behalf of Customers; (c) access, distribute and install (directly or indirectly) the Endpoint Components of the Solutions on Endpoints owned or controlled by Customer; (d) manage, access and use the Solutions on behalf of Customers, solely in accordance with the Documentation and the terms of this Agreement; and (e) use the Solutions to support Customers as contemplated herein, provided with respect to all rights specified in (a)-(d) above, all such rights are granted solely in connection with MSSP's delivery of Managed Services to Customers. SentinelOne and its partners expressly retain all rights not expressly granted to MSSP under this Agreement, including, without limitations, as applicable, the right to market and sell their products and/or services in the Territory and directly or through other partners. MSSP may provide the Managed Services through an Affiliate. Where the MSSP provides the Managed Services through an Affiliate, the MSSP shall remain responsible and liable under the terms of that Agreement.

1.4. Limitation of Liability.

EXCEPT FOR BREACHES OF SECTIONS 1.1 (USE AND ACCESS TO THE SOLUTIONS BY CUSTOMERS), 1.2 (RESTRICTIONS), OR MSSP'S INDEMNIFICATION OBLIGATIONS IN SECTIONS 6.1 AND 6.2 OF THE AGREEMENT BETWEEN SENTINALONE AND MSSP, IN NO EVENT WILL EITHER PARTY'S NOR SENTINELONE'S TOTAL LIABILITY ARISING OUT OF, AS A RESULT OF, OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF EITHER THE FEES PAID BY MSSP TO ITS AFFILIATE DURING THE 12 MONTH PERIOD PRIOR TO THE EVENT UNDER WHICH THE DAMAGES AROSE. IN NO EVENT WILL EITHER PARTY NOR 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 OR SENTINELONE 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.