

	Additional Contract Terms Specific to Statement of Work
1.1	<p><u>Services Description.</u> The Services include only the features and functions set forth in the Service Description, a copy of which is attached to this Statement of Work and labeled as Exhibit A. Except as the parties separately agree in writing, Ricoh USA, Inc. will have no obligation under this Statement of Work to provide Customer with any service other than those specified in Exhibit A or to take any other action to protect Customer’s systems or data from any risk to their confidentiality, integrity or availability or to remediate or contain any security incident involving Customer’s systems or data.</p>
1.2	<p><u>TITM/IT Essentials Recommended.</u> Ricoh USA, Inc. recommends that Customer obtain Ricoh USA, Inc.’s Total IT Management or IT Essentials service (in either case, “TITM/IT Essentials”) in addition to the Service. Customer: (a) acknowledges that as detailed in the Service Description, Ricoh USA, Inc. can provide certain features and functions of the Service only if Customer also obtains TITM/IT Essentials; and (b) upon the expiration or termination of Customer’s Statement of Work for TITM/IT Essentials, if any, Customer will have access to only the limited features and functions of the Service specified in the Service Description.</p>
1.3	<p><u>Minimum Requirements.</u> Ricoh USA, Inc.’s obligation to deploy and provide the Service is contingent upon Customer’s initial and ongoing compliance with the technical and insurance requirements stated in the Service Description (any one or more of those requirements, the “Minimum Requirements”). Ricoh USA, Inc. will have no liability to Customer for any failure to provide, or delay in providing, any one of more features or functions of the Service to Customer that is caused, in any material respect, by Customer’s failure to comply with any one or more of the Minimum Requirements. Ricoh USA, Inc.’s determination of whether Customer meets any of the Minimum Requirements will be final.</p>
1.4	<p><u>Vendor Components; End User Terms.</u> (a) Customer acknowledges that: (i) Ricoh USA, Inc. provides the Service using products, services, systems and data provided by its vendors (any one or more such products, services, systems and data, a “Vendor Component”); (ii) Customer may use the Vendor Components: (a) provided by SentinelOne, Inc. (“SentinelOne”) solely under the SentinelOne End User Terms of Service (the “SentinelOne Terms”), a copy of which is attached to the Statement of Work and labeled as Exhibit B, and (b) provided by Parassure, Inc. (“Parassure”) solely under the Parassure End User Terms of Service (the “Parassure Terms”), a copy of which is attached to the Statement of Work and labeled as Exhibit C. and (iii) Ricoh USA, Inc. may substitute or supplement any Vendor Component of the Service at any time; and</p> <p>Customer agrees that: (i) it is bound by and will comply with the SentinelOne Terms and the Parassure Terms; and (ii) if any Ricoh USA, Inc. vendor requires Customer’s agreement to additional terms for the use of a Vendor Component (any such terms Vendor Terms,” Ricoh USA, Inc. may present those terms to Customer and obtain its agreement to be bound by them in any reasonable manner; and (iii) Ricoh USA, Inc. may terminate this Statement of Work upon written notice to Customer, with no liability or obligation to Customer (other than Ricoh USA, Inc.’s post-termination obligations), if Customer does not agree to or comply with the Vendor Terms governing any Vendor Component, including the SentinelOne Terms and the Parassure Terms.</p>
1.5	<p><u>No Liability for Vendor Issues.</u> Customer’s remedies for any injury, issue or claim arising from or concerning any one or more Vendor Components, including any claim concerning the availability, lack of availability, performance, service level, or security of any one or more Vendor Components (any such any injury, issue or claim, a “Vendor Claim”) are solely against each vendor, as its Vendor Terms permit, with respect to Vendor Claims arising from or concerning that vendor’s Vendor Components. Under no circumstances will Ricoh USA, Inc. be liable to Customer on any theory or basis, including breach of contract, negligence, or other tort theories, for damages of any type or amount arising from or concerning any business interruption or disruption, loss of data, unauthorized access to, or processing or transmission of, data or any other loss, damage or injury arising from or concerning any one or more Vendor Claims.</p> <p>If, as determined in Ricoh USA, Inc.’s reasonable judgment, Customer experiences three (3) or more Vendor Claims in any ninety (90) day period during the Initial or any Renewal Term, Customer may terminate this Statement of Work on written notice to Ricoh USA, Inc., effective as of the date specified in that notice (the “Effective Termination Date”), with no obligation to pay any early termination fee or other fee for the Service that would become due after the Effective Termination Date.</p>

Managed Security Services Terms

1.6	<p><u>Customer Representatives.</u> Customer shall notify Ricoh USA, Inc., in writing, prior to the Deployment Date of: (a) the names, business email addresses, and office and mobile phone numbers of at least two (2) persons Customer authorizes to receive alerts from Ricoh USA, Inc. and to issue instructions to Ricoh USA, Inc. concerning the Service (each such person, a "Customer Representative"); and (b) Customer's instructions for the order in which Ricoh USA, Inc. is to contact its Customer Representatives to provide alerts and obtain instructions concerning the Service. Customer shall notify Ricoh USA, Inc., in writing, by no later than 10 days after the identity or contact information changes with respect to any one or more of its Customer Representatives. Ricoh USA, Inc.'s sole obligation, with respect to any alert related to the Service will be to make a reasonable professional effort to alert one of Customer's Customer Representatives using the contact information Customer provides, not exceeding one (1) voicemail or email message to each Customer Representative. Ricoh USA, Inc. will have no liability to Customer if it is unable to alert one or more of Customer's Customer Representatives using the contact information Customer provides. Customer hereby authorizes Ricoh USA, Inc. to act on the instructions of, and to rely on the information provided by, any of its Customer Representatives. Customer may change any one or more of its designated Customer Representatives or update their contact information by written notice to Ricoh USA, Inc. at any time. No failure to provide Ricoh USA, Inc. with complete, current and accurate information concerning its Customer Representatives will excuse Customer's obligation to pay Ricoh USA, Inc. fees for the Service as this Statement of Work requires. No failure by Ricoh USA, Inc. to alert Customer to any fact or event that is caused, prolonged, or exacerbated by Customer's failure to provide Ricoh USA, Inc. with current, complete and accurate contact information for any of its Customer Representatives will constitute a Material Breach of this Statement of Work or constitute a basis for any credit to Customer's account. Without prejudice to any claim, right or remedy Ricoh USA, Inc. may then have, Ricoh USA, Inc. may suspend the deployment or operation of the Service until ten (10) days after Customer provides Ricoh USA, Inc. with complete, current and accurate information concerning its Customer Representatives.</p>
1.7	<p><u>Endpoint Billing.</u> Prior to deployment and once each calendar month while this Statement of Work is in effect, Ricoh USA, Inc. will determine the number of Endpoints monitored by the Service (each such Endpoint, a "Serviced Endpoint"), which may not be the same as the number of Endpoints specified in this Statement of Work. Ricoh USA, Inc. shall invoice Customer for, and Customer shall pay, the Endpoint Fee based on the actual number of Serviced Endpoints, as determined by Ricoh USA, Inc., in the period referred to in each invoice. Ricoh USA, Inc. shall remove individual Endpoints from the Service, if over any 21 consecutive days, that Endpoint does not transfer any data to the SentinelOne system. Ricoh USA, Inc.'s determination of the number of Endpoints in service will be final.</p>
1.8	<p><u>Minimum Endpoint Fee Obligation.</u> If there is any reduction in the number of Serviced Endpoints in any month, regardless of the reduction, provided that Ricoh USA, Inc. provides the Service as required under this Statement of Work during that month, Customer shall pay Ricoh USA, Inc. the Endpoint Fee in at least the amount that is the greater of (a) 90% of the Endpoint Fee for the Serviced Endpoints for that month; and (b) twenty-five (25) Endpoints.</p>
1.9	<p>(a) <u>Remediation & Containment Services.</u> If Customer so requests, Ricoh USA, Inc. shall, at no additional charge to Customer, make reasonable efforts to:</p> <ul style="list-style-type: none"> i. Restore files encrypted by ransomware, provided that: (a) the operation can be conducted remotely; and (b) each infected Endpoint is: (i) running the Windows operating system; and (ii) has SentinelOne's security agent snapshot configured; and ii. Conduct remote operations to stop unauthorized processes, quarantine binaries, remove linked libraries, delete seed files, and restore configuration of the OS, application, and user settings to their pre-attack state. <p>(b) Customer may engage Ricoh USA, Inc. for onsite and additional remote remediation and containment services under a separate Statement of Work.</p>

Exhibit A
Managed Security Service Description

A. Endpoint Monitoring.

1. For TITM/IT Essentials Customers Using technologies and services provided by its vendor, SentinelOne, Ricoh USA, Inc. will remotely monitor Endpoints specified in this Statement of Work for certain malicious and abnormal events. The service alerts SentinelOne to certain attacks and suspicious behavior, SentinelOne investigates them, quarantines found malicious files, and blocks detected bad processes. Ricoh USA, Inc. will provide Customer with a monthly summary of the detected threat activity in the prior month. The system stores the data collected by the SentinelOne software agent during the previous 90 days (the "Endpoint Monitoring Data"). At no additional charge to Customer, Ricoh USA, Inc. shall take reasonable steps to provide Customer with reasonable access to its Endpoint Monitoring Data, provided that Customer requests access on at least two (2) business days' prior written notice to Ricoh USA, Inc.. Endpoint Monitoring Data is deleted automatically 90 days after it is collected.
2. For Other Customers. Ricoh USA, Inc. has only a limited ability to monitor and respond to incidents involving Endpoints not managed by IT Essentials or TITM services (each such Endpoint, an "Unmanaged Endpoint"). Depending on whether SentinelOne software is functioning, Ricoh USA, Inc. may not be able to learn of, investigate, or respond remotely to incidents or events involving Unmanaged Endpoints, including security incidents and interrupted or degraded operations of one or more Vendor Components. Except where the failure of the SentinelOne software to functions on any Endpoint is caused by Ricoh USA, Inc.'s breach of this Statement of Work, Ricoh USA, Inc. will not be liable to Customer on any theory or basis, including breach of contract, negligence, or other tort theories, for damages of any type or amount for: (a) any delay in detecting or alerting Customer to any issue concerning any one or more Unmanaged Endpoints; (b) any failure in detecting or alerting Customer to any such issue; (c) any delay or failure by Ricoh USA, Inc. to otherwise respond to or remediate any such issue; or (d) any business interruption or disruption, loss of data, unauthorized access to, or processing or transmission of, data or any other loss, damage or injury arising from or concerning any one or more Unmanaged Endpoints. Customer has recourse under the SentinelOne Terms for injuries caused by the failure of the SentinelOne software to function as SentinelOne represents.

B. Dark Web Monitoring. This service scans certain parts of the dark web and sends email alerts to the email address provided if credentials are found matching the Customer's domain (e.g. customername.com).

C. Third-Party Vendor Monitoring. During the implementation process, this service is configured to detect certain Customer vendors, and in addition, Customer may specify additional vendors to be monitored by the Service by written notice (each such detected or selected vendor, a "Monitored Vendor"). This service scans publicly available breach reports and sends email alerts to the Customer when any of Customer's Monitored Vendors reports a breach.

D. Cyber Insurance Protection. The service includes a cyber liability insurance policy as specified in the Statement of Work. RICOH USA INC. DOES NOT PROVIDE LEGAL, INSURANCE, COMPLIANCE, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT THE SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

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E. Comprehensive Remediation and Containment Services Excluded. The Service is not a comprehensive security monitoring, remediation or containment service. Except to the extent Section 1.8 of the Statement of Work provides, the Service includes no remediation or containment services. In the event of a security incident, except as Section 1.8 of this Statement of Work and other executed agreements between Customer and Ricoh USA, Inc. provide, Ricoh USA, Inc. will have no obligation to Customer to remediate or contain any security incident or threat to the confidentiality, integrity or availability of any of Customer's systems or data.

F. Minimum Requirements.

1. The Service has technical requirements that each Endpoint must meet, not only during deployment, but throughout the term of this Statement of Work in order for the Service to operate on that Endpoint as described. If these requirements are not met on Customer's Endpoints, one or more features and functions of the Service, including ransomware remediation, may not be available on those Endpoints.

2. During deployment, Ricoh USA, Inc. will provide you with a list of the Service's technical requirements. Except to the extent Customer engages Ricoh USA, Inc. to provide services to meet these technical requirements, Customer is solely responsible for meeting these requirements with respect to each of its Endpoints. Except to the extent Ricoh USA, Inc. fails to provide services to meet one or more technical requirements of the Service, Ricoh USA, Inc. will not be liable to Customer on any theory or basis, including breach of contract, negligence, or other tort theories, for damages of any type or amount for any injury arising from or concerning the failure of the Service that is caused, exacerbated or prolonged by the failure of one or more Customer Endpoints to satisfy all technical requirements of the Service.

3. The cybersecurity insurance component of the Service is available to Customer only if it meets the insurability requirements of Parassure's insurance carrier, including that: (a) Customer has not had a previous PCI breach; and (b) Customer is not a PCI level 1 merchant. If Customer does not meet all insurability requirements, the cybersecurity insurance policy may not issue, or if it issues, it may be canceled at any time.

Exhibit B
The SentinelOne End User Terms of Service

SENTINELONE TERMS OF SERVICE

These SentinelOne Terms of Service (“**Terms**”) are between Sentinel Labs Inc. or one of its affiliates (together, “**SentinelOne**” or “**Us**”) and the customer (“**Customer**,” “**You**,” “**Your**” or similar terms) who accepts these Terms. These Terms govern Customer’s use of the SentinelOne Solutions, and constitutes a binding contract in connection with any 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 the Solutions, 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.**

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. License Scope. These Terms govern Your use of SentinelOne’s malware detection and protection solutions and/or other SentinelOne products and services, 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)**”) through a managed security service provider (“**MSSP**”).
- 1.2. 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) or otherwise, as updated by Us from time-to-time in the normal course of business (“**Documentation**”).

2. Evaluations.

- 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**”).
- 2.2. Evaluation License and Restrictions. In addition to the license scope detailed elsewhere in

these Terms, during Evaluation You: (shall comply with the use restrictions in Section 3 and the confidentiality obligations in Section 6.

23. DISCLAIMER OF WARRANTIES AND LIABILITY. DURING EVALUATION USE 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 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 USE OF THE SOLUTIONS, WE SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, 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 6 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 accompanying Documentation; (c) use the Solutions other than for their intended uses as directly related to Your internal business, 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. **Privacy and Security.**

- 5.1. Processing Limitations and Security Obligation. In providing You the Solutions and Other SentinelOne Services and Products, We will
 - (i) store, process and access Your Data only to the extent reasonably necessary to provide you the Solutions and/or Other SentinelOne Services and Products, and to improve the Solutions and Other SentinelOne Services and Products; and (ii) implement and maintain commercially 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 associated with You which is uploaded to, processed by and/or stored within the Solutions by You or in providing the Solutions to You.
- 5.2. 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 and these Terms. 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.

53. 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.
54. 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).

6. Confidentiality.

- 6.1. 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.
- 6.2. 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, 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 6.2. 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 5.1 (Security) with respect to Your Data shall be deemed as compliance with its obligations under this Section 6 with respect to Your Data.

63. 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 6.3, Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).
64. 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.
65. Return or Destruction of Confidential Information. 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. The Receiving Party will immediately confirm, in writing, that it has complied with this request.

7. Representations, Warranties and Remedies.

- 7.1. 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.
- 7.2. 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.
- 7.3. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 7, 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.

8. Indemnification Obligations.

- 8.1. Infringement Indemnity. SentinelOne will indemnify the MSSP directly 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**"). Any indemnification of You for any Intellectual Property Claim made against You should be made between You and the MSSP.
- 8.2. 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 Section 3 of these Terms.

83. Procedures. Your indemnification obligations under this Section 8 is conditioned upon SentinelOne: (a) giving You prompt written notice of the Claim once the SentinelOne becomes aware of the Claim (provided that failure to provide prompt written notice to You will not alleviate Your obligations under this Section 7 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); (b) granting You the option to take sole control of the defense (including granting You the right to select and use counsel of its own choosing) and settlement of the Claim (except that SentinelOne's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of SentinelOne); and (c) providing reasonable cooperation to You and, at Your request and expense, assistance in the defense or settlement of the Claim.
9. **Limitation of Liability.** EXCEPT FOR BREACHES OF SECTION 3 (RESTRICTIONS), 6 (CONFIDENTIALITY) OR CUSTOMER'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 THE MSSP 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 5 (PRIVACY AND SECURITY), NO MORE THAN 12 MONTHS SUBSCRIPTION FEES PAID OR PAYABLE BY CUSTOMER TO THE MSSP 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 9 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
10. **General Provisions.**
- 10.1. Entire Agreement. These Terms, set forth the entire agreement and understanding of the Parties relating to Your use of 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).
- 10.2. 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

Managed Security Services Terms

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.

- 10.3. 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.
- 10.4. 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.
- 10.5. 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**").

The Parassure End User Terms of Service

EXHIBIT C

Parassure End User Terms

Required Consents. Customer: (a) acknowledges that it must provide Ricoh USA, Inc.'s vendor Parassure with access to, and the consent to use, certain technology, products, hardware, software and databases in order to obtain the features and functions of the Service Parassure provides (the "Required Consent"); and (b) agrees that neither Ricoh USA, Inc. nor Parassure will have any obligation or liability to Customer if, as the result of delays in providing Required Consent when and as requested, Customer does not have access to any one or more features or functions of the Service.

Acceptable Use. Customer shall use the features and functions of the Service provided by Parassure solely as permitted under the reasonable acceptable use policies as Parassure may from time to time establish or update with respect to the Service on reasonable notice, including, but not limited to, the following acceptable use policies: when using the Service, Customer shall not (a) engage in any unlawful, infringing, defamatory, or fraudulent purpose; (b) interfere with the use of the Service, or any technology or equipment used to provide the Service; (c) alter, disable, interfere with or circumvent any aspect of the Service;

Parassure Recommendations. Customer acknowledges that: (a) Parassure recommends that they submit incidents directly to Parassure for with respect to the terms and condition of the insurance policy on www.parassure.com; and (b) Ricoh USA, Inc. has notified Customer of Parassure's recommendation that Customer should review the certificate of insurance prior to execution of this Statement of Work.

Termination of Insurance Coverage. Customer may terminate insurance services upon thirty (30) days' written notice; provided further that Ricoh USA, Inc. deactivates Customer's access to the Service on the effective date of termination.

Limitation of Parassure's Liability. PARASSURE WILL HAVE NO LIABILITY TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES IN ANY AMOUNT. IN NO EVENT WILL PARASSURE'S LIABILITY TO CUSTOMER EXCEED THE AMOUNT PAID BY CUSTOMER FOR PARASSURE'S SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING DATE OF OCCURRENCE OF THE EVENT OR CIRCUMSTANCE THAT GAVE RISE TO THE CLAIM.

Service Warranty & Disclaimer. Parassure's services will be provided in a lawful, professional, reasonable and competent manner. PARASSURE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES.

Termination. Parassure may terminate the Service without liability of any kind, if: (a) if it does not receive payment; or (b) its agreement with Ricoh USA, Inc. terminates;

Mandatory Expedited Arbitration. Any controversy or claim arising out of or relating to Parassure's services under this contract shall be settled by expedited arbitration administered by the American Arbitration Association in accordance with its rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Class Action Waiver. Customer waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.