

Enterprise License Agreement

Sentinel CPO LLC · Version 1.0 · Effective June 2026

This Enterprise License Agreement ("ELA") governs the relationship between Sentinel CPO LLC and a corporate or institutional entity ("Sponsor") that funds or reimburses the enrollment of one or more executives in the Sentinel CPO platform as a Protected Asset benefit. This ELA is separate from, and does not replace, the Private Client Agreement executed by each individual enrolled executive.

The Sponsor receives **zero access** to any platform data, intelligence output, biometric telemetry, or briefing content — under any circumstance. This is an architectural guarantee, not a policy commitment. By executing this ELA, the Sponsor irrevocably acknowledges and accepts this as a material feature of the service.

1. Parties and Purpose

1.1 Parties. This Enterprise License Agreement is entered into between **Sentinel CPO LLC**, a Connecticut limited liability company ("Sentinel CPO"), and the corporate or institutional entity identified in the signature block below ("Sponsor").

1.2 Purpose. The Sponsor wishes to fund the enrollment of one or more designated executives (each, a "Licensee") in the Sentinel CPO executive performance intelligence platform as a professional development or executive performance benefit. This ELA governs the commercial and legal relationship between Sentinel CPO and the Sponsor. The individual Licensee's rights, obligations, and data protections are governed exclusively by the Sentinel CPO [Private Client Agreement](#), which is executed separately between Sentinel CPO and each enrolled executive.

1.3 No Agency. Nothing in this ELA creates an agency, partnership, joint venture, or employment relationship between Sentinel CPO and the Sponsor. Sentinel CPO's contractual and service obligations run exclusively to the individual Licensee.

2. Enrollment and Billing

2.1 Sponsored Enrollment. Upon execution of this ELA, the Sponsor may designate one or more executives for enrollment. Each designated executive must independently complete the Sentinel CPO enrollment process at

portal.sentinelcpo.com/enroll and execute the Private Client Agreement in their own name.

2.2 Fee Structure. Fees are assessed per enrolled Licensee at the standard published rates in effect at the time of enrollment:

- **Calibration Pilot:** \$2,500.00 USD one-time per Licensee (covers Oura Ring hardware deployment and 30-day baseline calibration)
- **Phase 1 — Foundation:** \$995.00 USD per month, per Licensee
- **Phase 2 — Deployment:** \$1,495.00 USD per month, per Licensee
- **Phase 3 — Sovereign:** \$1,995.00 USD per month, per Licensee
- **Cryo-Sleep (Vault Preservation):** \$295.00 USD per month, per Licensee

2.3 Billing Receipt. Sentinel CPO will provide the Sponsor with billing receipts confirming the amount charged and the date of charge for each Licensee's enrollment and recurring subscription. Billing receipts contain no performance data, biometric telemetry, intelligence output, or any other information about the Licensee's platform activity.

2.4 Non-Refundable Fees. The \$2,500 Calibration Pilot fee and all monthly Phase fees are strictly non-refundable upon clearance of funds, consistent with the terms of the Private Client Agreement. The Sponsor acknowledges this as a material term of the engagement.

2.5 Tax Classification. Corporate and business subscribers are classified as B2B for Connecticut sales tax purposes and are subject to Connecticut's 1.0% sales tax rate on applicable SaaS subscription fees, remitted by Sentinel CPO from collected revenue. No additional tax is charged to the Sponsor at invoice.

3. Zero Data Rights — Absolute Prohibition

3.1 No Data Access. The Sponsor receives no data of any kind in connection with its funding of the service. Without limitation, the Sponsor has no access to — and Sentinel CPO will not disclose to the Sponsor — any of the following:

- Biometric telemetry (HRV, sleep architecture, readiness metrics, or any other physiological data)
- Voice check-in session content, metadata, or any derived output
- AI-generated briefings, baseline assessments, tactical briefs, or any other intelligence output
- Onboarding assessment responses or behavioral data
- Platform activity, login records, or engagement metrics
- The Licensee's pseudonymous Client ID (CPO-XXXX) or any mapping between that ID and the Licensee's identity
- Any other data associated with the Licensee's account, whether raw or derived

3.2 Architectural Basis. The zero-data-access guarantee is not a policy commitment subject to exception — it is structurally enforced at the platform architecture level. The Sponsor's identity is never associated with the Licensee's pseudonymous Client ID within the platform. No technical mechanism exists by which Sentinel CPO could provide the Sponsor with intelligence data, even upon court order or contractual demand, without violating the Licensee's separate Private Client Agreement and applicable biometric privacy law.

3.3 No Audit Rights. The Sponsor has no right to audit, inspect, or review any aspect of the Licensee's service engagement, platform data, or intelligence outputs. The Sponsor's only visibility into the engagement is the billing receipt described in Section 2.3.

4. Licensee Sovereignty

4.1 Exclusive Licensee Control. The individual Licensee retains sole and exclusive control over all aspects of their Sentinel CPO account. The Sponsor has no authority — contractual, equitable, or otherwise — to pause, cancel, modify, transfer, or access the Licensee's account or service engagement.

4.2 No Instructions Honored. Sentinel CPO will not honor instructions from the Sponsor regarding any individual Licensee's account. Requests from the Sponsor to pause, cancel, or otherwise alter a Licensee's service engagement will be declined without exception.

4.3 Independent Decisions. The Licensee's decisions regarding phase progression, Cryo-Sleep, cancellation, and all other service elections are made exclusively by the Licensee and are not subject to Sponsor approval, instruction, or override.

5. Billing Responsibility and Licensee Continuity

5.1 Sponsor Payment Failure. If the Sponsor's payment method fails or the Sponsor withdraws funding for any reason, billing responsibility reverts automatically to the payment method on the Licensee's account. Sentinel CPO will provide the Licensee with advance notice to the email address on file if the Sponsor's payment method fails.

5.2 Licensee Continuity. The Licensee's service continuity, data rights, and platform access are unaffected by any change in sponsorship status, including the Sponsor's withdrawal, insolvency, or termination of this ELA. The Licensee's enrollment and data remain governed exclusively by the Private Client Agreement.

5.3 ELA Termination. Either party may terminate this ELA upon 30 days' written notice. Termination of this ELA does not automatically cancel any individual Licensee's enrollment — billing responsibility reverts to the Licensee as described in Section 5.1. Sentinel CPO will notify each affected Licensee promptly upon termination of this ELA.

6. Sponsor Acknowledgments

By executing this ELA, the Sponsor irrevocably acknowledges and agrees that:

1. Payment constitutes a professional development benefit with no data return of any kind.
2. Sentinel CPO's legal and service obligations run exclusively to the individual Licensee.
3. The Sponsor has no legal recourse against Sentinel CPO for the content, outputs, or professional outcomes of the service.
4. The employer-inaccessibility of all platform data is a material, non-negotiable feature of the service that the Sponsor has independently verified and accepts without reservation.
5. The Sponsor will not represent to any Licensee, prospective Licensee, or third party that it has access to, or will receive, any platform data in connection with its sponsorship.
6. The Sponsor has reviewed the [Private Client Agreement](#), [Biometric Privacy Policy](#), and [Ephemeral Data Architecture](#) documentation and understands the data handling architecture of the platform.

7. Data Processing Agreement

7.1 DPA Availability. Enterprise Sponsors whose jurisdiction or internal compliance requirements mandate a formal Data Processing Agreement may request a countersigned DPA. The standard template is available at sentinelcpo.com/data-processing-agreement.html. To request an executed copy, submit a privacy inquiry via sentinelcpo.com/contact.html with subject "DPA Request."

7.2 Scope of Processing. With respect to any personal data the Sponsor provides to Sentinel CPO in connection with this ELA (limited to billing contact information and Sponsor-designated executive names for enrollment purposes), Sentinel CPO acts as a data processor and handles such data in accordance with the DPA and applicable law.

8. Confidentiality

8.1 Mutual Confidentiality. Each party agrees to maintain the confidentiality of the other party's non-public business information disclosed in connection with this ELA, using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

8.2 Exclusions. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no breach of this ELA; (b) was independently known to the receiving party prior to disclosure; (c) is received from a third party without restriction; or (d) is required to be disclosed by applicable law or court order, provided the disclosing party provides prompt written notice to allow the other party to seek a protective order.

9. Limitation of Liability

To the maximum extent permitted by applicable law, Sentinel CPO's total cumulative liability to the Sponsor for any and all claims arising out of or related to this ELA shall not exceed the total fees actually paid by the Sponsor to Sentinel CPO in the twelve (12) months immediately preceding the event giving rise to the claim. In no event shall Sentinel CPO be liable for any indirect, incidental, special, punitive, or consequential damages, including lost profits or reputational harm.

10. Governing Law and Dispute Resolution

This ELA is governed by the laws of the State of Connecticut, USA, without regard to conflict of law principles. Any dispute arising from or relating to this ELA shall be resolved by binding arbitration in Connecticut under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's decision is final and binding.

11. General Provisions

Entire Agreement. This ELA, together with the Data Processing Agreement (if executed), constitutes the entire agreement between Sentinel CPO and the Sponsor with respect to the subject matter herein and supersedes all prior discussions, representations, or agreements between the parties on that subject.

Modifications. Sentinel CPO reserves the right to update this ELA. Material changes will be communicated to the Sponsor via the contact information on file at least 30 days prior to the effective date. Continued sponsorship following the effective date constitutes acceptance of the revised ELA.

Severability. If any provision of this ELA is found invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and all other provisions shall remain in full force.

Waiver. Failure by either party to enforce any provision of this ELA shall not constitute a waiver of that provision.

Counterparts. This ELA may be executed in counterparts, including by electronic signature, each of which shall be deemed an original. Electronic signatures are valid and binding under the E-SIGN Act.

Signatures

By signing below, the parties agree to be bound by this Enterprise License Agreement.

PROCESSOR — SENTINEL CPO LLC

Sentinel CPO LLC

State of Connecticut, USA

AUTHORIZED SIGNATURE

PRINTED NAME & TITLE

DATE

SPONSOR — CORPORATE ENTITY

[Organization Name]

[Jurisdiction / State or Country]

AUTHORIZED SIGNATURE

PRINTED NAME & TITLE

DATE

Download the PDF above, sign it, and [submit an ELA Request](#) via the contact form. Sentinel CPO will countersign and return an executed copy within 5 business days.