

## END USER AGREEMENT

**THIS AGREEMENT GOVERNS THE USE OF PALO ALTO NETWORKS PRODUCTS INCLUDING SAAS, CLOUD-DELIVERED SECURITY SERVICES, HARDWARE AND SOFTWARE. PRODUCT BRANDS INCLUDE, BUT ARE NOT LIMITED TO, CORTEX, DEMISTO, TWISTLOCK, PRISMA, AND ZINGBOX.**

THIS IS A LEGAL AGREEMENT BETWEEN YOU (REFERRED TO HEREIN AS “CUSTOMER”, “END USER”, “YOU” or “YOUR”) AND (A) PALO ALTO NETWORKS, INC. AND ITS AFFILIATES, 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054, UNITED STATES, IF YOU ARE LOCATED IN NORTH OR LATIN AMERICA; OR (B) PALO ALTO NETWORKS (NETHERLANDS) B.V. AND ITS AFFILIATES, OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM, IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA (“PALO ALTO NETWORKS”).

BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING PALO ALTO NETWORKS PRODUCTS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND TO THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL ITS TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCT. THIS AGREEMENT GOVERNS YOUR USE OF PALO ALTO NETWORKS PRODUCTS HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION THROUGH AN AUTHORIZED DISTRIBUTOR, RESELLER, ONLINE APP STORE, OR MARKETPLACE. MAINTENANCE AND SUPPORT SERVICES ARE GOVERNED BY THE END USER SUPPORT AGREEMENT FOUND AT [www.paloaltonetworks.com/legal/eusa](http://www.paloaltonetworks.com/legal/eusa) WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

If you use a Product for proof of concept, beta testing, trial, evaluation or other similar purpose (“Evaluations”), you may do so for 30 days only unless Palo Alto Networks issues an extension. Palo Alto Networks reserves the right to terminate Evaluations at any time. For Evaluations, only Sections 1, 2, 3, 8, 10, 11, 12, and 13 of this Agreement shall apply because Evaluations are provided “AS IS”. PALO ALTO NETWORKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 1. DEFINITIONS

“**Affiliate**” means any entity that Controls, is Controlled by, or is under common Control with Customer or Palo Alto Networks, as applicable, where “Control” means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

“**End User Data**” means data that may be accessed or collected by Products during the relationship governed by this Agreement, in the form of logs, session data, telemetry, user data, usage data, threat intelligence data, and copies of potentially malicious files detected by the Product. End User Data may include confidential data and personal data, such as source and destination IP addresses, active directory information, file applications, URLs, file names, and file content.

“**Enterprise Agreement**” means a volume licensing arrangement, valid for a specified term, during which End User may access certain Software, Subscriptions, and/or related technical support. Enterprise Agreements are subject to additional terms and conditions found [here](http://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/enterprise-agreements.pdf)

([https://www.paloaltonetworks.com/content/dam/pan/en\\_US/assets/pdf/legal/enterprise-agreements.pdf](https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/enterprise-agreements.pdf)).

“**Hardware**” means hardware-based products listed on Palo Alto Networks’ then-current price list or supplied by Palo Alto Networks regardless of whether a fee is charged for such hardware.

“**Product**” means, collectively, Hardware, Software, Subscription, or any combination thereof, regardless of whether or not procured under an Enterprise Agreement.

“**Published Specifications**” mean the user manual and other corresponding material published by Palo Alto Networks and customarily made available to End Users of the applicable Product.

“**Security Incident**” means any unauthorized access to any End User Data stored on Palo Alto Networks’ equipment or in Palo Alto Networks’ facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of End User Data that compromises the privacy, security or confidentiality of such End User Data.

“**Software**” means any software embedded in Hardware and any standalone software that is provided without Hardware, including updates, regardless of whether a fee is charged for the use of such software.

“**Subscription**” means Software-as-a-Service and cloud-delivered security services, including updates, provided by Palo Alto Networks including, but not limited to, Cortex, Demisto, Prisma, Threat Prevention, URL Filtering, WildFire, regardless of

whether a fee is charged for its use. Technical support, customer success plans, and professional services are not considered Subscriptions under this Agreement.

## **2. USE AND RESTRICTIONS**

### **a. Software Use Grant**

This section 2.a applies to Software only. Subject to your compliance with this Agreement, Palo Alto Networks grants you a limited, non-exclusive right to use the Software:

- i. in accordance with Published Specifications for the Product;
- ii. solely within the scope of the license purchased (e.g, number of users);
- iii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and
- iv. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this Agreement.

All other rights in the Software are expressly reserved by Palo Alto Networks.

### **b. Access to Subscriptions**

This section 2.b applies to Subscriptions only. During the term of the Subscriptions purchased, Palo Alto Networks will use commercially reasonable efforts to make them available 24 hours a day, 7 days a week except for published downtime or any unavailability caused by circumstances beyond our control including, but not limited to, a force majeure event described in section 13.g below. Palo Alto Networks grants you a non-exclusive right to access and use the Subscriptions:

- i. in accordance with Published Specifications for the Product;
- ii. solely within the usage capacity purchased (e.g., number of workloads);
- iii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and
- iv. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this Agreement.

All other rights to the Subscriptions are expressly reserved by Palo Alto Networks.

### **c. Use Restrictions**

You shall not:

- i. Use any Product that is procured under a Lab or NFR (not for resale) SKU in a production environment.
- ii. Use the Products beyond the scope of the license and/or capacity purchased;
- iii. Modify, translate, adapt or create derivative works from the Products, in whole or in part;
- iv. disassemble, decompile, reverse engineer or otherwise attempt to derive the source code, methodology, analysis, or results of the Products, in whole or in part, unless expressly permitted by applicable law in the jurisdiction of use despite this prohibition;
- v. Remove, modify, or conceal any product identification, copyright, proprietary or intellectual property notices or other such marks on or within the Product;
- vi. Disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that you (or a third-party contracted by you) run on the Products, in whole or in part;
- vii. Transfer, sublicense, or assign your rights under this Agreement to any other person or entity except as expressly provided in section 2.d below, unless expressly authorized by Palo Alto Networks in writing;
- viii. Sell, resell, transfer the Products except in accordance with [Palo Alto Networks license transfer procedure \(https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html\)](https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html);
- ix. Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Palo Alto Networks in writing;
- x. Duplicate the Software, its methodology, analysis, or results unless specifically permitted in accordance with Published Specifications for such Software or for the specific purpose of making a reasonable number of archival or backup copies, and provided in both cases that you reproduce in the copies the copyright and other proprietary notices or markings that appear on the original copy of the Software as delivered to you;
- xi. Use the Subscriptions to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights;
- xii. Use the Subscriptions in any manner not authorized by the Published Specifications for the Product;
- xiii. Interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Subscriptions, their related systems or networks, or any third-party data contained therein; or
- xiv. Provide access to or otherwise make the Products or the functionality of the Products available to any third party through any means, including without limitation, by uploading the Software to a network or file-sharing service or

through any hosting, managed services provider, service bureau or other type of service unless specifically permitted by the Published Specifications or agreed otherwise in a separate managed services agreement with Palo Alto Networks.

d. Affiliates

If you purchase Product for use by your Affiliate, you shall:

- i. provide the Affiliate with a copy of this Agreement;
- ii. ensure that the Affiliate complies with the terms and conditions therein; and
- iii. be responsible and liable for any breach of this Agreement by such Affiliate.

e. Authentication Credentials and Security Incidents

You shall keep accounts and authentication credentials providing access to Products secure and confidential. You must notify Palo Alto Networks without undue delay about any misuse of your accounts or authentication credentials or of any Security Incident you become aware of.

### 3. OWNERSHIP

Palo Alto Networks and its suppliers retain all rights to intellectual and intangible property relating to the Product, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other intellectual property rights therein unless otherwise indicated. You shall not delete or alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Product. To the extent you provide any suggestions or comments related to the Products, Palo Alto Networks shall have the right to retain and use any such suggestions or comments in current or future products or subscriptions, without your approval or compensation to you.

### 4. PAYMENT AND TAXES (Section 4 does not apply to you if you purchased Product from an authorized distributor or reseller)

a. Fees

Applicable fees will be set forth on the website at the time of purchase or in the applicable invoice. Note, however, that fees which are payable in advance for volume or capacity usage (e.g., number of accounts, endpoints, devices, seats, terabytes of data, tokens, users, workloads, etc.) must be reconciled with actual usage at the end of each month or applicable service period. Palo Alto Networks reserves the right to perform true-up reconciliation and charge for any usage above the volume or capacity purchased. Unless you have chosen monthly billing, fees will be due net thirty (30) days from invoice date. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest at the highest rate permissible by applicable law. Palo Alto Networks reserves the right to assign its right to receive payments hereunder to a third party with notice but without your consent. For purposes of such assignment, such third party shall be considered a third-party beneficiary of the payment obligation under this Agreement. All fees are non-refundable unless otherwise specified.

b. Taxes

Prices quoted are exclusive of all sales, use, value-added, good and services, withholding and other taxes or duties. You will pay or self-assess all taxes and duties assessed in connection with this Agreement and its performance, except for taxes payable on Palo Alto Networks' net income. To the extent that any amounts payable by you are subject to withholding taxes, the amount payable shall be grossed up such that the amount paid to Palo Alto Networks net of withholding taxes equals the amount invoiced by Palo Alto Networks. If you pay any withholding taxes based on payments made by you to Palo Alto Networks hereunder, you will furnish Palo Alto Networks with written documentation of all such tax payments, including receipts and other customary documentation, to demonstrate to the relevant tax authorities that you have paid such taxes. If applicable, you shall also provide Palo Alto Networks with appropriate VAT/GST registration numbers and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any tax or duties. You agree to indemnify Palo Alto Networks from liabilities, damage, costs, fees and expenses, arising out of or resulting from any third-party claims based on or otherwise attributable to your breach of this section 4.b. If you are located in Australia, the terms and conditions in this section 4 shall be binding between you and Palo Alto Networks (Australia) Pty Ltd.

### 5. THIRD-PARTY PRODUCTS AND SERVICES

Through its Cortex Hub security operating platform, Palo Alto Networks may make available to you third-party products or services ("**third-party apps**") which contain features designed to interoperate with our Products. To use such features, you

must obtain access to such third-party apps from their respective providers. All third-party apps are optional and if you choose to utilize such third-party apps:

- i. all governing terms and conditions, including data processing terms, shall be entered into between you and the applicable app provider;
- ii. you may be required to grant Palo Alto Networks access to your account on such third-party apps; and
- iii. you instruct Palo Alto Networks to allow the app provider to access your data as required for the interoperability with our Products.

In the event the operation of the third-party app requires the processing of personal data to which the General Data Protection Regulation (“GDPR”) applies in a country that does not provide adequate data protection safeguards, then you and the app provider will put in place an adequate data transfer mechanism as set out in Arts. 46 or 47 of the GDPR, including executing appropriate Standard Contractual Clauses, as needed. Palo Alto Networks shall not be responsible for any disclosure, modification, or deletion of your data resulting from access by such app providers. App providers do not operate as sub-processors to Palo Alto Networks, as that term is defined in the GDPR. Palo Alto Networks is not liable for and does not warrant or support any such third-party apps, whether or not they are designated as “Palo Alto Networks-certified” or otherwise. Similarly, Palo Alto Networks cannot guarantee the continued availability of such third-party apps, and may block access to such third-party apps without entitling you to any refund, credit, or other compensation, if for example the provider of the third-party app ceases to provision its product or service at a level that is acceptable to Palo Alto Networks.

## **6. TERM; TERMINATION; AND EFFECT OF TERMINATION**

This Agreement is effective until terminated or, as applicable, in accordance with the term of your Subscription. You may terminate this Agreement at any time by notifying Palo Alto Networks. Palo Alto Networks may terminate this Agreement at any time in the event you breach any material term and fail to cure such breach within thirty (30) days following notice. Upon termination, you shall immediately cease using the Product.

## **7. WARRANTY, EXCLUSIONS AND DISCLAIMERS**

### **a. Warranty**

Palo Alto Networks warrants that:

- i. Hardware (including Software embedded within) shall be free from defects in material and workmanship for one (1) year from the date of shipment;
- ii. standalone Software will substantially conform to Palo Alto Networks’ Published Specifications for three (3) months from fulfillment; and
- iii. the Subscriptions shall perform materially to Published Specifications for the Product.

As your sole and exclusive remedy and Palo Alto Networks’ and its suppliers’ sole and exclusive liability for breach of warranty, Palo Alto Networks shall, at its option and expense, repair or replace the Hardware or correct the Software or the Subscriptions, as applicable. All warranty claims must be made on or before the expiration of the warranty period specified herein, if any. Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for your or any third party’s software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty or not. You will pay the shipping costs for return of Products to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for repaired or replaced Products back to you.

### **b. Exclusions**

The warranty set forth above shall not apply if the failure of the Product results from or is otherwise attributable to:

- i. repair, maintenance or modification of the Product by persons other than Palo Alto Networks or its designee;
- ii. accident, negligence, abuse or misuse of a Product;
- iii. use of the Product other than in accordance with Published Specifications;
- iv. improper installation or site preparation or your failure to comply with environmental and storage requirements set forth in the Published Specifications including, without limitation, temperature or humidity ranges; or
- v. causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage.

### **c. Disclaimers**

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED “AS IS”. PALO ALTO NETWORKS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES AND

EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PALO ALTO NETWORKS DOES NOT WARRANT THAT (I) THE PRODUCTS WILL MEET YOUR REQUIREMENTS, (II) THE USE OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR (III) THE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.

## **8. LIMITATION OF LIABILITY**

### **a. Disclaimer of Indirect Damages**

To the fullest extent permitted by applicable law, in no event shall either party or Palo Alto Networks' suppliers be liable for any special, indirect, incidental, punitive, exemplary or consequential damages of any kind (including but not limited to loss of business, data, profits, or use or for the cost of procuring substitute products, services or other goods), arising out of or relating to this Agreement, regardless of the theory of liability and whether or not each party was advised of the possibility of such damage or loss.

### **b. Direct Damages**

To the fullest extent permitted by applicable law, in no event shall the total liability of either party or Palo Alto Networks' suppliers, from all claims or causes of action and under all theories of liability arising out of or relating to this Agreement, exceed the greater of one million United States dollars or the total amount you paid for the entire term of the Subscription or Enterprise Agreement on which the claim is based. The foregoing limitation in this section 8.b shall not apply to liability arising from:

- i. death or bodily injury;
- ii. sections 2 (Use and Restrictions) and 9 (Indemnification); and
- iii. Customer's payment obligations for the Product.

## **9. INDEMNIFICATION**

### **a. Indemnification and Procedure**

Palo Alto Networks will defend, at its expense, any third-party action or suit against you alleging that the Product infringes or misappropriates such third party's patent, copyright, trademark, or trade secret (a "**Claim**"), and Palo Alto Networks will pay damages awarded in final judgment against you or agreed to in settlement by Palo Alto Networks that are attributable to any such Claim; provided that you (i) promptly notify Palo Alto Networks in writing of the Claim; (ii) give Palo Alto Networks sole control of the defense and settlement of the Claim; and (iii) reasonably cooperate with Palo Alto Networks' requests for assistance with the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that you enter into without Palo Alto Networks' prior written consent.

### **b. Remedy**

If the Product becomes, or in Palo Alto Networks' opinion is likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense:

- i. procure the right for you to continue using the Product;
- ii. replace or modify the Product to avoid the Claim; or
- iii. if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may accept return of the Product and grant you credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date you received such Product or, for Subscriptions, grant you credit for the portion of the Subscription paid but not used.

### **c. Exceptions**

Palo Alto Networks' obligations under this section 9 shall not apply to the extent any Claim results from or is based on:

- i. modifications to the Product made by a party other than Palo Alto Networks or its designee;
- ii. the combination, operation, or use of the Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such combination, operation or use;
- iii. failure to use the most recent version or release of the Product;
- iv. Palo Alto Networks' compliance with your explicit or written designs, specifications or instructions; or
- v. use of the Product not in accordance with Published Specifications.

THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

## 10. CONFIDENTIALITY

**“Confidential Information”** means the non-public information that is exchanged between the parties, provided that such information is identified as confidential at the time of disclosure by the disclosing party (**“Discloser”**), or disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information (**“Recipient”**). Notwithstanding the foregoing, Confidential Information does not include information that Recipient can prove by credible evidence:

- i. Was in the public domain at the time it was communicated to Recipient;
- ii. Entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient;
- iii. Was in Recipient’s possession free of any obligation of confidentiality at the time it was communicated to Recipient;
- iv. Was disclosed to Recipient free of any obligation of confidentiality; or
- v. Was developed by Recipient without use of or reference to Discloser’s Confidential Information.

Each party will not use the other party’s Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors who need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to use and disclosure restrictions that are at least as protective as those set forth herein. Recipient shall maintain the confidentiality of Discloser’s Confidential Information using the same effort that it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict Recipient from disclosing Discloser’s Confidential Information:

- a. Pursuant to an order issued by a court, administrative agency, or other governmental body, provided that the Recipient gives reasonable notice to Discloser to enable it to contest such order;
- b. On a confidential basis to its legal or professional financial advisors; or
- c. As required under applicable securities regulations.

The foregoing obligations of each Party shall continue for the period terminating three (3) years from the date on which the Confidential Information is last disclosed, or the date of termination of this Agreement, whichever is later.

## 11. END USER DATA AND DATA PROTECTION

### a. Sharing Data

Palo Alto Networks provides End User the ability to configure the Products to share End User Data (including type thereof) with Palo Alto Networks for threat analysis and prevention as described in the applicable Product documentation, which contains details regarding the processing of End User Data and End User’s options for sharing such data.

### b. Data Processing

End User acknowledges, agrees and grants to Palo Alto Networks the right, to the extent permitted by applicable law, to process and retain data, including End User Data, shared by End User related to a security event, for the legitimate interest of operating, providing, maintaining, developing, and improving security technologies and services, including for purposes compatible with providing such services. To the extent Palo Alto Networks processes personal data on behalf of End User as a processor in the meaning given in EU data protection law, it will do so in accordance with section 12.

### c. California Consumer Privacy Act

Palo Alto Network will not retain, use, or disclose any personal information or personal data contained in End User Data for any purpose other than as described in this Agreement. In no event will Palo Alto Networks “sell” personal data to any third party, as “selling” is defined in the California Consumer Privacy Act. Palo Alto Networks certifies that it understands the foregoing restrictions and will comply with them. For purposes of applicable law, both parties agree that there is no sale of personal data involved in Palo Alto Networks’ provision of Products to End User. For the avoidance of doubt, End User does not provide personal data to Palo Alto Networks for any valuable consideration.

### d. Subcontractors

Palo Alto Networks will take appropriate measures to safeguard the confidentiality of End User Data. Except where required by law, Palo Alto Networks will not share End User Data with third parties other than with selected subcontractors. Palo Alto Networks will impose appropriate contractual obligations upon such subcontractors that are no less protective than this section 11 and Palo Alto Networks will remain responsible for the subcontractor’s compliance with this Agreement and for any acts or omissions of the subcontractor that cause Palo Alto Networks to breach any of its obligations under this Agreement.

### e. Regional Data Centers

For some Products, End Users may configure the Products to have End User Data remain in facilities located within the European Economic Area or another available region. If so, Palo Alto Networks will not transfer data out of the selected region, unless compelled by law or a binding order of a governmental body.

f. Compliance with Laws

Palo Alto Networks will process End User Data in accordance with applicable data protection laws, including, where applicable, the EU General Data Protection Regulation. End User represents and warrants that its use of the Products, its authorization for Palo Alto Networks' access to data, and any related submission of data to Palo Alto Networks, including any End User Data contained therein, complies with all applicable laws, including those related to data privacy, data security, electronic communication and the export of technical, personal or sensitive data.

g. PCI Compliance

Palo Alto Networks is not a payment processor and as such is not subject to compliance with PCI standards. However, Palo Alto Networks acknowledges that credit card information may be provided by End User during the performance or use of Products and therefore Palo Alto Networks shall use information data security controls that are compliant with PCI standards.

h. Audit

Palo Alto Networks will select an independent, qualified third-party auditor to conduct, at Palo Alto Networks' expense, at least annual audits of the security of its data centers, its systems, and its computing environments used to process End User Data, in accordance with the SOC2 Type II standards or its equivalent. At End User's request and under non-disclosure agreement Palo Alto Networks will provide such audit report to End User so that it may verify Palo Alto Networks' compliance with the adopted security framework.

## **12. PROCESSING AS DATA PROCESSOR**

a. Data Processor

To the extent Palo Alto Networks processes personal data on behalf of End User as a processor as defined by EU data protection law, it shall do so only on instructions from End User pursuant to this Agreement and as permitted by applicable law.

b. Confidentiality of Personal Data

Palo Alto Networks will ensure that personnel it authorizes to process personal data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.

c. Sub-Processors

End User authorizes Palo Alto Networks to engage sub-processors, as described in the applicable Product documentation for the relevant Product, to process personal data. In the event Palo Alto Networks engages any new sub-processor it will:

- i. update the applicable documentation;
- ii. notify End Users that have opted in to receive compliance notifications of such change to give End User the opportunity to object to such sub-processing;
- iii. impose appropriate contractual obligations upon the sub-processor that are no less protective than this section 12; and
- iv. remain responsible for the sub-processor's compliance with this Agreement and for any acts or omissions of the sub-processor that cause Palo Alto Networks to breach any of its obligations under this Agreement.

If End User objects to a new sub-processor, it must do so in writing within fifteen (15) days of such update and Palo Alto Networks will then endeavor to offer alternate options for the delivery of Products that do not involve the new sub-processor without prejudice to any of End User's termination rights.

d. Security

Palo Alto Networks has implemented practices and policies to maintain appropriate organizational, physical and technical measures to safeguard the confidentiality and security of personal data to comply with applicable laws taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the rights and freedoms of natural persons, including as appropriate:

- i. the pseudonymization, deidentification or encryption of data;
- ii. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- iii. a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing as described in [Palo Alto Networks Information Security Measures](https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/information-security-measures.pdf).  
[https://www.paloaltonetworks.com/content/dam/pan/en\\_US/assets/pdf/legal/information-security-measures.pdf](https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/information-security-measures.pdf).

e. Security Incident Notification

In the event of a Security Incident affecting End User personal data, Palo Alto Networks will without undue delay:

- i. inform End User of the Security Incident pursuant to section 13.j below;
- ii. investigate and provide End User with detailed information about the Security Incident; and
- iii. take reasonable steps to mitigate the effects and minimize any damage resulting from the Security Incident as required by applicable law.

f. Assistance to Data Subjects

Palo Alto Networks shall provide reasonable assistance to End User to comply with its obligations with regard to data subject rights under applicable data protection law and any other legal requirements, as appropriate, taking into account the nature of the data processing and the information available to Palo Alto Networks. If Palo Alto Networks or any sub-processor receives a request or a complaint from a data subject or its representative, including requests regarding the data subject's rights under applicable law, Palo Alto Networks will forward such request to End User for handling unless Palo Alto Networks is required by law to address such request.

g. Data Retention

Palo Alto Networks shall process and retain personal data no longer than necessary for the purposes which it is processed. Upon termination of this Agreement, Palo Alto Networks shall, upon End User's request, delete End User Data that is no longer necessary to carry out any of the purposes under section 11.b.

h. International Transfer of Data

End User personal data may be sent to facilities hosted outside of the country where End User purchased or utilizes the Products. Palo Alto Networks will comply with the European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland. Data transfers will be subject to appropriate safeguards as described in Article 46 of the GDPR, including the execution of EU Standard Contractual Clauses for data transfer, where applicable. Moreover, Palo Alto Networks is certified to the EU-US and Swiss-US Privacy Shield Frameworks. Palo Alto Networks will notify End User if Palo Alto Networks determines that it can no longer meet its obligation to provide the same level of protection required by the Privacy Shield principles.

### **13. GENERAL**

a. Assignment

Neither party may assign or transfer this Agreement or any obligation hereunder without the prior written consent of the other party, except that, upon written notice, Palo Alto Networks may assign or transfer this Agreement or any obligation hereunder to its Affiliate, or an entity acquiring all or substantially all of the assets of Palo Alto Networks, whether by acquisition of assets or shares, or by merger or consolidation without your consent. Any attempt to assign or transfer this Agreement shall be null and of no effect. For purposes of this Agreement, a change of control will be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

b. Auditing End User Compliance

You shall retain records pertaining to Product usage. You grant to Palo Alto Networks and its independent advisors the right to examine such records no more than once in any twelve-month period solely to verify compliance with this Agreement. In the event such audit reveals non-compliance with this Agreement, you shall promptly pay the appropriate license fees, plus reasonable audit costs.

c. Authorization Codes, Grace Periods and Registration

Where applicable, you will be able to download Software via the server network located closest to you. Your Product may require an authorization code to activate or access Subscriptions and support. The authorization codes will be issued at the time of order fulfillment. The Subscription or support term will commence in accordance with the grace period policy at <https://www.paloaltonetworks.com/support/support-policies/grace-period.html>. You are hereby notified that, upon applicable grace period expiration, if any, Palo Alto Networks reserves the right to register and/or activate your Product and support services (if purchased) on your behalf without further notification to you.

d. Compliance with Laws; Export Control

You shall comply with all applicable laws in connection with your use of the Product. You further agree that you will not engage in any illegal activity and you acknowledge that Palo Alto Networks reserves the right to notify its customers or appropriate law enforcement in the event of such illegal activity. Both parties shall comply with the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Product and any



technical data related thereto is not exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations.

e. Cumulative Remedies

Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this Agreement or otherwise.

f. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings and communications between them with respect to the subject matter hereof. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Palo Alto Networks and shall be deemed null and of no effect.

g. Force Majeure

Palo Alto Networks shall not be responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond its reasonable control.

h. Governing Law

If you are located in North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in Santa Clara county, California. If you are located outside North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively before the District Court of Amsterdam, the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

i. Headings

The headings, including section titles, are given solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this document or any of its provisions.

j. Notices

All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

k. Open Source Software

The Products may contain or be provided with components subject to the terms and conditions of open source software licenses ("**Open Source Software**"). A list of Open Source Software can be found at <https://www.paloaltonetworks.com/documentation/oss-listings/oss-listings.html>. These Open Source Software license terms are consistent with the license granted in section 2 (Use and Restrictions) and may contain additional rights benefitting you. Palo Alto Networks represents and warrants that the Product, when used in conformance with this Agreement, does not include Open Source Software that restricts your ability to use the Product nor requires you to disclose, license, or make available at no charge any material proprietary source code that embodies any of your intellectual property rights.

l. Reciprocal Waiver of Claims Related to United States SAFETY Act

Where a Qualified Anti-terrorism Technology (the "**QATT**") has been deployed in defense against, response to or recovery from an "act of terrorism" as that term is defined under the SAFETY Act, Palo Alto Networks and End User agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

m. Survival

Sections regarding license restrictions, ownership, term and termination, U.S. Government End Users, limitations of liability, governing law, and this General section shall survive termination of this Agreement.

n. U.S. Government End Users

This section applies to United States Government end users only and does not apply to any other end users. The Software and its documentation are "commercial computer software" and "commercial computer software documentation," respectively; as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and its documentation are being

acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and its documentation shall be as specified in this Agreement. If any term or condition set forth in this Agreement:

- i. allows for the automatic termination of the Government's license rights or maintenance of services;
- ii. allows for the automatic renewal of services and/or fees;
- iii. allows for the Government to pay audit costs; and/or
- iv. requires the governing law to be anything other than Federal law, then such term and condition shall not apply to the U.S. Government, but shall continue to apply to prime contractors and subcontractors of the Government.

Furthermore, nothing contained in this Agreement is meant to diminish the rights of the U.S. Department of Justice as identified in 28 U.S.C. Section 516. Finally, to the extent any term and condition set forth in this Agreement is contrary to U.S. Federal procurement law, then such term and condition shall not apply to the U.S. Government, but shall continue to apply to prime contractors and subcontractors of the government.

o. Waiver and Severability

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

p. WildFire: U.S. Government

Where End User is a U.S. Government contractor using or accessing WildFire: U.S. Government malware prevention service, End User certifies that now and so long as it uses or accesses WildFire: U.S. Government service:

- i. Only U.S. citizens will be permitted to access WildFire: U.S. Government for administration and configuration;
- ii. End User holds an active contract or subcontract with the U.S. Federal Government and has a need to exchange e-mail, documents and other forms of communication with the U.S. Federal Government under a contract or subcontract;
- iii. End User shall cease using or accessing WildFire: U.S. Government when it no longer has an active contract or subcontract with the U.S. Federal Government; and
- iv. End User will abide by the confidentiality provisions contained within this Agreement.