



END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (“Agreement”) GOVERNS THE USE OF PALO ALTO NETWORKS PRODUCTS (as that term “Product” is defined below).

THIS IS A LEGAL AGREEMENT BETWEEN YOU (REFERRED TO HEREIN AS “CUSTOMER”, “END USER”, “YOU” or “YOUR”) AND (A) PALO ALTO NETWORKS, INC., 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054, UNITED STATES, IF YOU ARE LOCATED IN NORTH OR LATIN AMERICA; (B) PALO ALTO NETWORKS (UK) LTD, 22 BISHOPSGATE, LEVEL 55, LONDON, EC2N 4BQ, ENGLAND. IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA; OR (C) PALO ALTO NETWORKS PUBLIC SECTOR LLC, IF YOU ARE A UNITED STATES FEDERAL GOVERNMENT ENTITY OR ORGANIZATION (EACH OF THE ENTITIES LISTED IN (A), (B) OR (C) BEING REFERRED TO HEREIN AS “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 IF ACQUIRED THROUGH PALO ALTO NETWORKS OR AN AUTHORIZED AFFILIATE OF PALO ALTO NETWORKS, OR AN AUTHORIZED DISTRIBUTOR, RESELLER, ONLINE APP STORE, OR CLOUD MARKETPLACE. MAINTENANCE AND SUPPORT SERVICES ARE GOVERNED BY THE END USER SUPPORT AGREEMENT FOUND AT www.paloaltonetworks.com/legal/eusa WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

If you use a Product for proof of concept, 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. Upon expiration or termination of the Evaluation, you shall cease using the Product(s) provided for Evaluation and must return any Evaluation Hardware to Palo Alto Networks in the same condition as when first received, except for reasonable wear and tear. For Evaluations and products provided pursuant to a Product Donation Agreement, only sections 1, 2, 3, 7, 9, 10, and 11 of this Agreement shall apply, as well as section 6 for products provided pursuant to a Product Donation Agreement, and PALO ALTO NETWORKS DISCLAIMS ALL WARRANTIES AND CONDITIONS, 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. Customer acknowledges and authorizes Palo Alto Networks’ use of all Palo Alto Networks Affiliates to deliver Products and Services.

“**End User Data**” means data that is provided by or on behalf of You to Palo Alto Networks during the relationship governed by this Agreement. For the avoidance of doubt, End User Data does not include Systems Data.

“**Enterprise Program**” means a volume usage arrangement, valid for a specified term, during which End User may access certain Software, Subscriptions, and/or related technical support.

“**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 the Product was procured under an Enterprise Program.

“**Published Specifications**” mean the applicable user manual, the WildFire Acceptable Use Policy found at <https://www.paloaltonetworks.com/resources/datasheets/wildfire-acceptable-use-policy>, the applicable Service Level Agreement found at <https://www.paloaltonetworks.com/services/support/support-policies.html>, and other corresponding materials published by Palo Alto Networks that are customarily made available to End Users of the applicable Product.

“**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(s)” means Software-as-a-Service and cloud-delivered security services, including updates, provided by Palo Alto Networks including, but not limited to, Cortex, Prisma, Advanced Threat Prevention, Advanced URL Filtering, Advanced 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.

“Systems Data” means data generated or collected in connection with Your use of the Products, such as logs, session data, telemetry data, support data, usage data, threat intelligence or actor data, statistics, netflow data, potentially malicious files detected by the Product, and derivatives thereof.

2. USE AND RESTRICTIONS

a. Software Use Rights

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

- i. in accordance with Published Specifications for the Product;
- ii. solely within the scope of the use rights 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 2b applies to Subscriptions only. During the term of the Subscriptions purchased and subject to your continuous compliance with this Agreement, 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 11g 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 use right 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 or create derivative works of the source code, methodology, analysis, or results of the Products, in whole or in part, unless expressly permitted by and only to the extent of 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 2d below, unless expressly authorized by Palo Alto Networks in writing;
- viii. sell, resell, sublicense, rent, lease, loan, assign, or otherwise transfer the Products or any rights or interests in the Products to any third party except in accordance with the express terms herein. Products purchased from unauthorized resellers or other unauthorized entities shall be subject to the [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 or copy 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 each case 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 this Agreement;

iii. be responsible and liable for any breach of this Agreement by such Affiliate; and

iv. where applicable, be responsible and liable for any local law that imposes any tariffs, fees, penalties, or fines arising from your Affiliates' use of the Product in such jurisdictions.

e. Authentication Credentials

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.

3. OWNERSHIP

Palo Alto Networks and its licensors/suppliers retain all rights to intellectual and intangible property relating to the Product, including but not limited to copyrights, patents, trade secret rights, database rights, 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. Your rights to use the Product are limited to those expressly granted in this Agreement. All rights not expressly granted are retained by Palo Alto Networks and/or its licensors/suppliers. 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. OVERUSE.

Fees which are payable in advance for volume or capacity usage Subscriptions (e.g., number of accounts, credits, endpoints, devices, points, seats, terabytes of data, tokens, users, workloads, etc.) must be reconciled with your actual usage at the end of each month or quarter for any volume or capacity-based Subscriptions. Palo Alto Networks (or, where applicable, the relevant Palo Alto Networks Affiliate) reserves the right to perform true-up reconciliation and charge (via the applicable Palo Alto Networks Affiliate or your authorized reseller or cloud marketplace) for any such usage above the volume or capacity purchased. Unless agreed otherwise in writing, this calculation will be based on the Palo Alto Networks' then current price list. You will issue a non-cancellable, non-refundable and non-returnable purchase order for such overuse within ten (10) days from the occurrence of such overuse and pay as invoiced. If payment is not received in a timely fashion for such overuse, Palo Alto Networks shall terminate or suspend your use of such Subscriptions in accordance with Section 5.b., below.

5. TERM; TERMINATION OR SUSPENSION; AND EFFECT OF TERMINATION

a. Term.

This Agreement is effective for the duration of the order (specifically for the Software, Subscription or Support Service term) to which this Agreement relates, subject to earlier termination according to this Agreement, including without limitation any extension of such order involving a purchase that increases the quantity initially ordered (e.g. additional capacity).

b. Termination; Suspension

i. Palo Alto Networks may terminate this Agreement at any time in the event you breach any material term, including but not limited to exceeding the use or capacity restrictions (Section 2 above) as purchased or as stated in applicable Published Specifications, and fail to cure such breach within thirty (30) days following notice.

ii. Palo Alto Networks may, at its discretion, terminate or suspend your access to or use of Software or Subscriptions or Support Services if you are in default with any payment obligations concerning the Product or Support Services due to Palo Alto Networks, a cloud service provider marketplace, an authorized reseller, or to any third-party finance company that financed the purchase of the Product on your behalf.

iii. In addition to the termination rights set forth above, Palo Alto Networks reserves the right to suspend Customer's access to or use of Software or Subscriptions or Support Services if Palo Alto Networks reasonably believes that Customer is using the services in manner or for a purpose that is likely to cause harm to Palo Alto Networks or a third party.

c. Effects of Termination

Upon termination, you shall immediately cease using the Product and in case of Software and/or Subscriptions, Palo Alto Networks shall terminate your use of or access to any Subscriptions and access to Support Services. At Palo Alto Network's discretion, you shall destroy or return to Palo Alto Networks all copies of Palo Alto Networks' Confidential Information.

6. WARRANTY, EXCLUSIONS AND DISCLAIMERS

a. Warranty

Palo Alto Networks warrants that:

- i. Hardware shall be free from defects in material and workmanship for one (1) year from the date of shipment;
- ii. Software shall substantially conform to Palo Alto Networks' Published Specifications for three (3) months from the date of fulfillment; and
- iii. Subscriptions shall perform materially to Published Specifications for the duration of the selected term.

As your sole and exclusive remedy and Palo Alto Networks' and its suppliers' sole and exclusive liability for breach of this 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 within ten (10) days from the detection of a suspected defect /discrepancy in writing during the warranty period specified herein, if any. If after using commercially reasonable efforts, Palo Alto Networks, determines in its sole discretion, that it is unable to repair or replace the Product, Customer will be entitled to a refund of the fees paid by the Customer for that portion of the Product that did not comply with the warranty.

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, ITS LICENSORS, 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.

7. 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, goodwill, data, profits, or use or for the cost of procuring substitute products, services or other goods), arising out of or relating to the Products to which this Agreement relates, 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 the Products to which this Agreement relates, exceed the greater of one million United States dollars or the total amount you paid for the entire term of the Subscription or Enterprise Program on which the claim is based. The foregoing limitation in this section 8b shall not apply to liability arising from:

- i. death or bodily injury;
- ii. sections 2 (Use and Restrictions) and 8 (Indemnification); and
- iii. Customer's payment obligations for the Product and related services, if any.

8. INDEMNIFICATION

a. Indemnification and Procedure

Palo Alto Networks will defend, at its expense, any third-party action or suit against you alleging that a Product infringes or misappropriates such third party's patent, copyright, trademark, database right, trade secret or other intellectual or intangible property right (a "**Claim**"), and Palo Alto Networks will pay damages awarded in final judgment against you or agreed to in settlement by Palo Alto Networks to the extent 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 a 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 8 shall not apply to the extent any Claim results from or is based on:

- i. modifications to a Product made by a party other than Palo Alto Networks or its designee;
- ii. the combination, operation, or use of a 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 (1) the most recent version or release of a Product, or (2) an equally compatible and functionally equivalent, non-infringing version of a Product supplied by Palo Alto Networks to address such Claim;
- iv. Palo Alto Networks' compliance with your explicit or written designs, specifications or instructions; or
- v. use of a 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 AND INTANGIBLE PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

9. 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 initial 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**”). Confidential Information does not include Systems Data. Confidential Information also 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, but no less than reasonable care. 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.

10. END USER DATA AND SYSTEMS DATA

a. End User Data

Palo Alto Networks and its Affiliates will process End User Data solely for the purposes of fulfilling its obligations under the terms of this Agreement. To the extent Palo Alto Networks and its Affiliates processes personal data, as defined by applicable data protection laws, such personal data will be processed in accordance with the [Data Processing Addendum](#), which is incorporated by reference herein.

b. Systems Data

Palo Alto Networks may use Systems Data to provide Products and services to You, to improve Products and services, to develop new Products and services, to manage our relationship with You, and for threat research purposes. Palo Alto Networks will not disclose to any unaffiliated third-party Systems Data that identifies You, Your customers or end users, except to the extent required to comply with applicable law or valid order of a court or government agency of competent jurisdiction.

11. GENERAL

a. Assignment

Neither party may assign or transfer this Agreement or any obligation herein 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 herein to its Affiliate, or an entity acquiring all or substantially all 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 (except as permitted under the terms herein) 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 fees, plus reasonable audit costs, as determined by Palo Alto Networks.

c. Authorization Codes; Grace Periods

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, warranty or support term will commence in accordance with the grace period policy at <https://www.paloaltonetworks.com/support/support-policies/grace-period.html>

d. Compliance with Laws; Export Control

You shall comply with all applicable laws in connection with your activities arising from this Agreement. You further agree that you will not engage in any illegal activity, and you acknowledge that Palo Alto Networks reserves the right to notify you or appropriate law enforcement in the event of such illegal activity. Both parties shall comply with the U.S. Export Administration Regulations where applicable, and any other applicable 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, understanding 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, in addition to, or purport to vary 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, epidemic or pandemic, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, availability of network and telecommunications services 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 England and Wales, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts of London, England. 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:

- i. for Customer, to the e-mail set forth on the Customer's website and to an officer of Customer, or as otherwise provided by Customer to Palo Alto Networks for the purpose of effectuating written notices.
- ii. for Palo Alto Networks: legal@paloaltonetworks.com; or,
- iii. for either party, 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 rights granted in section 2 (Use and Restrictions) and may contain additional rights benefiting 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. Marketing

Customer hereby grants to Palo Alto Networks the right to use Customer's name, logo and related marks in marketing and sales materials and communications solely to identify Customer as a Palo Alto Networks customer. Other than as expressly stated herein, neither party shall use the other party's name, logo or trademarks without the prior written permission of the other party.

n. 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.

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. 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.

q. 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.