This packet contains standard Palo Alto Networks terms and conditions governing Enterprise Agreement SKUs:

1. For Attached Subscriptions (“Sub-ELA”)
2. For Hardware Support (“ESA”)
3. For Multi-Model VM-Series (“VM-Series ELA”)
4. Reserved
5. For Traps (“Traps ELA”)
Enterprise Agreement  
(for Attached Subscriptions)

This Enterprise Agreement ("Agreement") is made and entered into as of the latter date of execution below ("Effective Date") by and between:

Enter Customer Name ("Customer")
Enter Customer Street name and City
Enter Customer State, Postal Code and Country

And

If Customer is located in North America or Latin America:
Palo Alto Networks, Inc. and its Affiliates
3000 Tannery Way, Santa Clara
California 95054, United States

If Customer is located outside North America or Latin America:
Palo Alto Networks (Netherlands) B.V. and its Affiliates
De Entrée 99-197, Oval Tower, 5th Floor
1101 HE Amsterdam, the Netherlands

(collectively, "Palo Alto Networks")

SCOPE OF THE AGREEMENT
This Enterprise Agreement (for Attached Subscriptions) supplements the End User Agreement which accompanies and governs the use of every Palo Alto Networks product/service. By purchasing a Palo Alto Networks Enterprise Agreement (described below), Customer agrees that the terms and conditions contained in this document shall also apply. Capitalized terms used but not defined herein will have the meaning assigned to them in the End User Agreement.

IN WITNESS WHEREOF, Parties hereto have caused their respective authorized representatives to execute this Agreement as of the Effective Date.

Palo Alto Networks  
Customer:

Signed: ____________________________  Signed: ____________________________

Print Name: ____________________________  Print Name: ____________________________

Title: ____________________________  Title: ____________________________

Date: ____________________________  Date: ____________________________

Enterprise Agreement (for Attached Subscriptions) – 2019DEC18
1. **Description**

In conjunction with the use & deployment of Palo Alto Networks hardware firewalls, Palo Alto Networks offers Enterprise Agreements, a volume licensing arrangement which is valid for a specific period during which organizations may have unlimited access to firewall subscriptions (known as “attached subscriptions”). Having an Enterprise Agreement in place simplifies the purchasing, renewal, and deployment process, and provides organizations with a more efficient means of managing its network security expense. The features and benefits associated with an Enterprise Agreement (for Attached Subscriptions) are detailed below.

2. **Term**

When purchased, the term of this Enterprise Agreement shall be effective for either 1, 3 or 5 years as specified on the quote (“Term”). Note that 5-year SKUs are available only to select Customer accounts, whose qualifications will be determined on a case-by-case basis by Palo Alto Networks.

3. **Features and Benefits of an Enterprise Agreement for Attached Subscriptions (“Sub-ELA”)**

a. When purchased, the Sub-ELA entitles Customer, during the Term, to the following attached subscriptions:

   i. DNS Security  
   ii. GlobalProtect Gateway  
   iii. PAN-DB URL Filtering  
   iv. SD-WAN (included only for orders fulfilled no later than August 31, 2020)  
   v. Threat Prevention  
   vi. WildFire

for use in conjunction with Palo Alto Networks hardware firewalls existing within Customer’s organization. If Customer purchases additional hardware firewalls during the Term, Customer must pay for the costs of such additional hardware, but Palo Alto Networks shall provide the afore-mentioned attached subscriptions at no additional charge, subject to the limits set forth in the table below.

b. At purchase and at re-purchase, Customer shall forecast the number of hardware firewalls it expects to add during the Term, based on the product list price (“Incremental Devices”).

<table>
<thead>
<tr>
<th>For 1-year Term/SKU</th>
<th>Customer may utilize the attached subscriptions on an unlimited number of hardware firewalls, so long as the new devices are (a) purchased during the Term; and (b) registered to Customer’s account within the Palo Alto Networks support portal.</th>
</tr>
</thead>
<tbody>
<tr>
<td>For 3-year Term/SKU</td>
<td>During the first half of the Term, there is a limit: Customer may utilize the attached subscriptions on all existing devices plus 150% of the Incremental Devices (defined above), so long as the new devices are (a) purchased during the Term; and (b) registered to Customer’s account within the Palo Alto Networks support portal. There is no limit during the second half of the Term.</td>
</tr>
<tr>
<td>For 5-year Term/SKU</td>
<td>During the first 60% of the Term, there is a limit: Customer may utilize the attached subscriptions on all existing devices plus 150% of the Incremental Devices (defined above), so long as the new devices are (a) purchased during the Term; and (b) registered to Customer’s account within the Palo Alto Networks support portal.</td>
</tr>
</tbody>
</table>


above), so long as the new devices are (a) purchased during the Term; and (b) registered to Customer’s account within the Palo Alto Networks support portal.

There is no limit during the remainder of the Term

4. **Re-purchases**
Following expiration of the one, three, or five-year term, a new Sub-ELA, if purchased, must be negotiated taking into account:
   a. Customer’s existing deployment of hardware firewalls; and
   b. Customer’s incremental future needs for the new term.

5. **Limitations**
This Sub-ELA does not apply to:
   a. hardware firewalls acquired via merger, acquisition, asset purchase or the like during the Term;
   b. M-Series and WF-xxx hardware appliances; and
   c. software licenses including, but not limited to, Aperture, AutoFocus, Panorama central management software, Redlock, Traps endpoint protection, VM-Series. Note that the purchase of any Enterprise Agreement does not modify any obligation pursuant to the [Palo Alto Networks End-of-Life Policy](#).

6. **Compliance with Laws**
Note that there may be specific rules and regulations governing the use of software offerings in certain jurisdictions. Both parties must abide by applicable laws. Customer shall be responsible for all costs resulting from the application of such laws to Customer’s use of this Enterprise Agreement including, but not limited to, taxes, fees, penalties, or fines. Palo Alto Networks shall not be liable for such costs.

7. **Conflict**
In the event of any conflict between this Enterprise Agreement and the [End User Agreement](#), this Enterprise Agreement shall take precedence, but only with respect to Customer’s purchase of this Sub-ELA.
Enterprise Agreement
(for Hardware Support)

This Enterprise Agreement (for Hardware Support) (“Agreement” or “Enterprise Agreement”) is made and entered into as of the latter date of execution below (“Effective Date”) by and between:

Enter Customer Name (“Customer”)
Enter Customer Street name and City
Enter Customer State, Postal Code and Country

And

If Customer is located in North America or Latin America:
Palo Alto Networks, Inc. and its Affiliates
3000 Tannery Way, Santa Clara
California 95054, United States

If Customer is located outside North America or Latin America:
Palo Alto Networks (Netherlands) B.V. and its Affiliates
De Entrée 99-197, Oval Tower, 5th Floor
1101 HE Amsterdam, the Netherlands (collectively, "Palo Alto Networks")

SCOPE OF THE AGREEMENT
This Enterprise Agreement (for Hardware Support) supplements the End User Support Agreement which governs Palo Alto Networks’ provision of maintenance and support services. By purchasing a Palo Alto Networks Enterprise Agreement (described below), Customer agrees that the terms and conditions contained in this document shall also apply.

IN WITNESS WHEREOF, the parties hereto have caused their respective authorized representatives to execute this Agreement as of the Effective Date.

Palo Alto Networks
Customer:
Enter full Customer Name

Signed:____________________________________  Signed:____________________________________
Print Name: _________________________________ Print Name:_______________________________
Title: ______________________________________ Title: ______________________________________
Date: ______________________________________  Date: ______________________________________
1. **Description**

In conjunction with the use & deployment of Palo Alto Networks hardware firewalls, Palo Alto Networks offers Enterprise Agreements, a volume licensing arrangement which is valid for a specific period during which organizations may have unlimited access to support & maintenance. Having an Enterprise Agreement in place simplifies the purchasing, renewal, and deployment process, and provides organizations with a more efficient means of managing its network security expense. The features and benefits associated with an Enterprise Agreement for Hardware Support are detailed below. Each Customer may choose between Platinum or Premium, but not a combination of both.

2. **Term**

When purchased, the term of this Enterprise Agreement shall be effective for either 1, 3 or 5 years as specified on the quote (“**Term**”). Note that 5-year SKUs are available only to select Customer accounts, whose qualifications will be determined on a case-by-case basis by Palo Alto Networks.

3. **Features and Benefits of an Enterprise Agreement for Hardware Support (“ESA”)**

   a. When purchased, the ESA entitles Customer to support and maintenance for its entire estate of Palo Alto Networks hardware firewall products during the Term.

   b. Customer may select from a Platinum-level ESA or a Premium-level ESA, but not a combination of both.

   c. At first purchase and at re-purchase, Customer shall forecast the number of hardware firewalls it expects to add during the Term based on the list price (“**Incremental Devices**”).

   d. If Customer purchases additional hardware firewalls during the Term, Palo Alto Networks shall provide support and maintenance for such additional firewalls at no additional charge, subject to the limits set forth in the table below.

   e. Depending on the purchase, ESA customers are covered by either Premium-level or Platinum-level Support for all hardware including M-Series and WF-500 appliances. U.S. Government-level support program (“**USG**”) is available for Customers that qualify as U.S. Government entities, but only for Premium-level support. USG is not available at the Platinum level.

<table>
<thead>
<tr>
<th>For 1-year Term/SKU</th>
<th>Customer is entitled to support and maintenance on an unlimited number of hardware firewalls, as long as the new devices are (a) purchased during the Term; and (b) registered to Customer’s account within the Palo Alto Networks support portal.</th>
</tr>
</thead>
<tbody>
<tr>
<td>For 3-year Term/SKU</td>
<td>During the first half of the Term, there is a limit: Customer is entitled to support and maintenance on all its existing hardware firewalls plus 150% of the Incremental Devices (defined above), as long as the new devices are (a) purchased during the Term; and (b) registered to Customer’s account within the Palo Alto Networks support portal. There is no limit during the second half of the Term.</td>
</tr>
<tr>
<td>For 5-year Term/SKU</td>
<td>During the first 60% of the Term, there is a limit: Customer is entitled to support and maintenance on all its existing hardware firewalls plus 150% of the Incremental Devices (defined above) as long as the new devices are (a) purchased during the Term; and (b) registered to Customer’s account within the Palo Alto Networks support portal. There is no limit during the remainder of the Term.</td>
</tr>
</tbody>
</table>
4. IMPORTANT: PALO ALTO NETWORKS 4-HOUR REPLACEMENT SERVICE (aka “4-HR RMA”) IS NOT INCLUDED IN THE ESA PROGRAM. 4-HR RMA is an optional service that Palo Alto Networks makes available to eligible customers. Eligibility depends upon whether the hardware firewall located at the Customer site sits within a specified range of a Palo Alto Networks service location. Eligibility must be determined, and the service sold, on a per-device basis. When covered, Palo Alto Networks will use commercially reasonable efforts to have replacement hardware delivered to Customer within four hours of issuance of an RMA. 4-HR RMA is not included in the ESA program, but if Customers require 4-HR RMA on eligible devices, then customers must purchase and pay for the service separately; it does not fall within the scope of the ESA program.

5. Re-purchases
Following expiration of the one, three, or five-year term, a new ESA, if purchased, must be negotiated taking into account:
   a. Customer’s existing deployment of hardware firewalls; and
   b. Customer’s incremental future needs for the new term.

6. Additional Limitations
This ESA does not apply to:
   a. hardware firewalls acquired via merger, acquisition, asset purchase or the like during the Term;
   b. hardware managed by a third party outside of Customer’s account (also known as “managed services”) within the Palo Alto Networks support portal;
   c. hardware that Customer has designated to be supported by a third party (also known as “partner-enabled support”);
   d. inactive hardware that Customer has intentionally let lapse from support and chosen not to renew; and
   e. software licenses and subscriptions including, but not limited to Cortex, Demisto, Panorama central management software, Prisma, Threat Prevention, Twistlock, URL Filtering, VM-Series and WildFire. Note that the purchase of any Enterprise Agreement does not modify any obligation pursuant to the Palo Alto Networks End-of-Life Policy.

7. Compliance with Laws
Note that there may be specific rules and regulations governing the use of software offerings in certain jurisdictions. Both parties must abide by applicable laws. Customer shall be responsible for all costs resulting from the application of such laws to Customer’s use of this Enterprise Agreement including, but not limited to, taxes, fees, penalties, or fines. Palo Alto Networks shall not be liable for such costs.

8. Conflict
In the event of any conflict between this Agreement and the End User Support Agreement, this Agreement shall take precedence, but only with respect to Customer’s purchase of this ESA.
Multi-Model VM-Series Enterprise Agreement

This Multi-Model VM-Series Enterprise Agreement ("Agreement") is made and entered into as of the latter date of execution below ("Effective Date") by and between:

Enter Customer Name ("Customer")
Enter Customer Street name and City
Enter Customer State, Postal Code and Country

And

If Customer is located in North America or Latin America:
Palo Alto Networks, Inc. and its Affiliates
3000 Tannery Way, Santa Clara
California 95054, United States

If Customer is located outside North America and Latin America:
Palo Alto Networks (Netherlands) B.V. and its Affiliates
De Entrée 99-197, Oval Tower, 5th Floor
1101 HE Amsterdam, the Netherlands

(collectively, "Palo Alto Networks")

SCOPE OF THE AGREEMENT
This Multi-Model VM-Series Enterprise Agreement supplements the End User Agreement which accompanies and governs the use of every Palo Alto Networks product/service. By purchasing a Palo Alto Networks Enterprise Agreement (described below), Customer agrees that the terms and conditions contained in this document shall also apply. Capitalized terms used but not defined herein will have the meaning assigned to them in the End User Agreement.

IN WITNESS WHEREOF, Parties hereto have caused their respective authorized representatives to execute this Agreement as of the Effective Date.

Palo Alto Networks

Customer:
Enter full Customer Name

Signed: ____________________________
Print Name: ______________________________
Title: ________________________________
Date: ________________________________

Customer:
Enter full Customer Name

Signed: ____________________________
Print Name: ______________________________
Title: ________________________________
Date: ________________________________
1. Description
Palo Alto Networks offers Enterprise Agreements, a volume licensing arrangement, which is valid for a specific period during which organizations will be able to deploy virtual firewalls with unlimited user access to management tools, and support & maintenance. Having an Enterprise Agreement in place simplifies the purchasing, renewal, and deployment process, and provides organizations with a more efficient way to manage costs of operating a security operating platform. The features and benefits associated with a Multi-Model VM-Series Enterprise License Agreement are detailed below.

2. Term
When purchased, the term of this Enterprise Agreement shall be effective for either 1, 3 or 5 years as specified on the quote (“Term”). Note that 5-year SKUs are available only to select Customer accounts, whose qualifications will be determined on a case-by-case basis by Palo Alto Networks.

3. Features and Benefits of Multi-Model VM-Series Enterprise Agreement (“VM-Series-ELA”)
a. When purchased, this VM-Series ELA entitles Customer, during the Term, to the following benefits:
   i. Access to multiple VM-Series models: VM-50, VM-100, VM-300, VM-500 and VM-700, in the form of redeemable tokens. This multi-model VM-Series ELA leverages tokens, which are redeemed when Customer spins up virtual firewall instances. Each VM model will require a pre-defined number of tokens. A separate Enterprise Agreement purchase is no longer required for each VM model.
   ii. The following attached subscriptions:
      (1) DNS Security
      (2) GlobalProtect Gateway
      (3) PAN-DB URL Filtering
      (4) SD-WAN (included only for orders fulfilled no later than August 31, 2020)
      (5) Threat Prevention
      (6) WildFire
   iii. Access to CN-series firewalls (GlobalProtect Gateway and SD-WAN subscriptions do not apply);
   iv. Panorama central management software licenses for an unlimited number of users; and
   v. Either Premium or Platinum-level support and maintenance covering all of the above.

b. The benefits set forth above are intended for use in conjunction with those Palo Alto Networks firewalls that were pre-selected for inclusion in this VM-Series ELA (e.g., any VM-Series firewall that is subject to a perpetual license shall remain outside the scope of this VM-Series ELA).

4. VM-Series Quantity
The permitted quantity differs based on the Term of the VM-Series ELA purchased, as explained in the table below. At purchase or at re-purchase, Customer shall forecast the number of instances of each VM-Series model it expects to spin-up to add to its existing estate during the Term (“Incremental Quantity Forecast”).

<table>
<thead>
<tr>
<th>Term/SKU</th>
<th>Quantity Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>For 1-year Term/SKU</td>
<td>There is no limit on the number of virtual firewalls that may be deployed.</td>
</tr>
<tr>
<td>For 3-year Term/SKU</td>
<td>During the first half of the Term, there is a limit: Existing estate + 150% of the Incremental Quantity Forecast.</td>
</tr>
</tbody>
</table>
5. **Support and Maintenance**

Premium or Platinum-level support and maintenance are governed by Palo Alto Networks [End User Support Agreement](#). U. S. Government-level support program is also available for Customers who qualify for the program.

6. **Mid-Term Add-Ons**

At any time during the Term, Customer may purchase additional licenses. Mid-Term Add-Ons shall be pro-rated to coincide with the Term end date.

7. **Re-purchases**

Following expiration of the one, three, or five-year term, a new VM-Series ELA, if purchased, must be negotiated taking into account:

a. Customer’s existing deployment (i.e., the highest number of virtual firewalls deployed during the last 30 days); and
b. Customer’s incremental future needs for the new term.

8. **Additional Limitations**

a. This VM-Series ELA does not apply to:
   i. VM-Series firewalls that are subject to perpetual licenses (i.e., only term-based VM-Series firewall licenses may be included);
   ii. expanded usage of VM-Series firewalls resulting from merger, acquisition, asset purchase, divestiture or the like that may occur during the Term, unless such expanded usage was specifically factored into the Incremental Quantity Forecast as explained above.

b. Fees paid are non-refundable.

c. Unused tokens representing unused quantities never rollover; they will become void upon the natural expiration of the Term.

d. Note that the purchase of any Enterprise Agreement does not modify any obligation pursuant to the [Palo Alto Networks End-of-Life Policy](#).

9. **Compliance with Laws**

Note that there may be specific rules and regulations governing the use of software offerings in certain jurisdictions. Both parties must abide by applicable laws. Customer shall be responsible for all costs resulting from the application of such laws to Customer’s use of this Enterprise Agreement including, but not limited to, taxes, fees, penalties, or fines. Palo Alto Networks shall not be liable for such costs.

10. **Conflict**

In the event of any conflict between this Enterprise Agreement and the [End User Agreement](#), this Enterprise Agreement shall take precedence, but only with respect to Customer’s purchase of this VM-Series ELA.
Traps Enterprise License Agreement

This Traps Enterprise License Agreement supplements the End User License Agreement which accompanies and governs the use of every Palo Alto Networks product/service. By purchasing a Palo Alto Networks Enterprise Agreement (described below), Customer agrees that the terms and conditions in this document shall also apply.

1. **Description.** Palo Alto Networks offers Enterprise Agreements, a volume licensing arrangement which is valid for a specific period during which organizations may have unlimited user access to endpoint licenses, management tools, and support & maintenance. Having an Enterprise Agreement in place simplifies the purchasing, renewal, and deployment process, and provides organizations with a more efficient means of managing its endpoint security expense. The features and benefits associated with a Traps Enterprise License Agreement are detailed below. Only licenses of at least 10,000 endpoints qualify for the program.

2. **Term.** When purchased, the term of this Traps Enterprise License Agreement shall be effective for either 1, 3 or 5 years as specified on the quote (“Term”). Note that 5-year SKUs are available only to select Customer accounts, whose qualifications will be determined on a case-by-case basis by Palo Alto Networks.

3. **Features and Benefits of a Traps Enterprise License Agreement (“Traps ELA”).** This Traps ELA entitles Customer, throughout the duration of the Term, to the following benefits:
   a. **Endpoints:** Customers may deploy endpoints of any type (e.g., Windows, MacOS, Linux, Android). There may be a limitation on the number of endpoints that may be deployed depending on the Term of the Traps ELA purchased, as explained in the table below. At purchase or at re-purchase, Customer shall forecast the number of endpoints it expects to add during the Term (“Incremental”).

<table>
<thead>
<tr>
<th>Term/SKU</th>
<th>Limit on Endpoints</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For 1-Year Term/SKU:</strong></td>
<td>There is no limit on the number of endpoints that may be deployed.</td>
</tr>
</tbody>
</table>
   | **For 3-Year Term/SKU:** | There is a limit on the number of endpoints that may be deployed:  
   |                      | • During the first half of the Term, the cap shall be calculated as follows: Existing endpoints + 150% of Incremental |
   |                      | • During the second half of the Term, there is no limit to the number of endpoints that may be deployed. |
   | **For 5-Year Term/SKU:** | There is a limit on the number of endpoints deployed, as follows:  
   |                      | • During the first 60% of the Term, the cap shall be calculated as follows: Existing endpoints + 150% of Incremental |
   |                      | • During the remainder of the Term, there is no limit to the number of endpoints that may be deployed. |

   b. **Management Console:** Access to Endpoint Security Manager (on-premise software) or the Traps management service (hosted service) for managing endpoints. Use of Traps management service may require additional Logging Service capacity (to be purchased separately).

c. **Support and Maintenance:** Premium-level support and maintenance governed by Palo Alto Networks Global Support Services Terms and Conditions. U. S. Government-level support program is also available for Customers qualifying as U. S. Government entities.

4. **Mid-Term Add-Ons.** At any time during the Term, Customer may purchase additional licenses. Mid-Term Add-Ons shall be pro-rated to coincide with the Term end date.
5. **Re-purchases.** Following expiration of the Term, a new Traps ELA, if purchased, must be negotiated taking into account these factors: (a) Customer’s previous projection; (b) the number of endpoints deployed; and (c) Customer’s incremental future needs for the new term.

6. **Limitations.** This Traps ELA does not apply to expanded usage resulting from merger, acquisition, asset purchase, divestiture or the like that may occur during the Term, unless such expanded usage was specifically factored into the Projection. Fees paid for Traps ELA purchases are non-refundable. Note that the purchase of any Enterprise Agreement does not modify any obligation pursuant to the Palo Alto Networks End-of-Life Policy: [https://www.paloaltonetworks.com/services/support/end-of-life-announcements/end-of-life-policy](https://www.paloaltonetworks.com/services/support/end-of-life-announcements/end-of-life-policy)

7. **Compliance with Laws.** Note that there may be specific rules and regulations governing the use of software offerings in certain jurisdictions. Both parties must abide by applicable laws. Customer shall be responsible for all costs resulting from the application of such laws to Customer’s use of this Traps ELA including, but not limited to, taxes, fees, penalties, or fines. Palo Alto Networks shall not be liable for such costs.

8. **Conflict.** In the event of any conflict between this Traps ELA and the [End User License Agreement](#), this Traps ELA shall take precedence, but only with respect to Customer’s purchase set forth herein.