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**") AND (A) PALO ALTO NETWORKS, INC., 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054, UNITED STATES, IF CUSTOMER IS LOCATED IN NORTH OR LATIN AMERICA; (B) PALO ALTO NETWORKS (UK) LTD, 22 BISHOPSGATE, LEVEL 55 , LONDON, EC2N 4BQ, ENGLAND, IF CUSTOMER IS LOCATED OUTSIDE NORTH OR LATIN AMERICA; OR (C) PALO ALTO NETWORKS PUBLIC SECTOR LLC, IF CUSTOMER IS 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**"). CUSTOMER AND PALO ALTO NETWORKS MAY BE REFERRED TO HEREIN INDIVIDUALLY AS A "**PARTY**" OR COLLECTIVELY AS THE "**PARTIES**".

THIS AGREEMENT BECOMES BINDING UPON THE EARLIEST OCCURRENCE OF CUSTOMER DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, OR ENGAGING IN AN EVALUATION OR ANY OTHER UTILIZATION OF THE PRODUCTS (THE "**EFFECTIVE DATE**") AND SHALL REMAIN IN EFFECT FOR THE DURATION OF THE GOVERNING PRODUCT TERM. BY PROCEEDING WITH SUCH USE AS OF THE EFFECTIVE DATE, CUSTOMER AGREES TO BE BOUND BY THESE TERMS; IF CUSTOMER DOES NOT CONSENT TO ALL PROVISIONS HEREIN, CUSTOMER MUST IMMEDIATELY CEASE ALL ACCESS TO AND USE OF THE PRODUCT.

THIS AGREEMENT GOVERNS THE USE OF PALO ALTO NETWORKS PRODUCTS HOWEVER SUCH PRODUCTS WERE ACQUIRED, INCLUDING WITHOUT LIMITATION IF ACQUIRED THROUGH PALO ALTO NETWORKS OR AN AUTHORIZED AFFILIATE OF PALO ALTO NETWORKS, OR AN AUTHORIZED DISTRIBUTOR, RESELLER, OR CLOUD MARKETPLACE. MAINTENANCE AND SUPPORT SERVICES ARE GOVERNED BY THE END USER SUPPORT AGREEMENT, WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT. ENTERPRISE PROGRAMS ARE FURTHER GOVERNED BY THE ENTERPRISE AGREEMENT TERMS, WHICH ARE HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT TO THE EXTENT APPLICABLE.

If Customer is using a Product for proof of concept, trial, beta, evaluation, or other similar purpose ("**Evaluation**"), the terms of Section 12 below shall apply.

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 Support Services.

"**Customer Data**" means data provided by or on behalf of Customer to Palo Alto Networks for processing as part of the delivery of the Product and Support Services. Customer Data does not include Systems Data.

"**Hardware**" means hardware-based products listed on Palo Alto Networks' then-current price list or supplied by Palo Alto Networks.

"**Intellectual Property**" means any worldwide proprietary rights including patent, copyright, trademark, database right, trade secret, or other intellectual or intangible property rights.

"**Personal Data**" has the meaning set forth in the Data Processing Addendum.

"**Product**" means, collectively, the Hardware, Software, Subscriptions, and any combination thereof.

"**Published Specification(s)**" mean the applicable user manual, acceptable use policies, privacy and product data sheets, and other corresponding documents published by Palo Alto Networks that are customarily available to end users of the Product(s).

"**Software**" means any software embedded in Hardware and any standalone software that is provided without Hardware, 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 provided by Palo Alto Networks, regardless of whether a fee is charged for its use.
"**Support Service(s)**" means the maintenance, support, and customer success services provided by Palo Alto Networks or its representative in effect at the time such maintenance, support, and/or customer success services are ordered and as further set forth in the End User Support Agreement. Support Services exclude professional services and Unit 42 services.
"**Systems Data**" means data generated or collected by the Products or Support Services in connection with Customer's use of those Products and Support Services, such as logs, file attributes, session data, telemetry data, support data, usage data, threat intelligence or actor data, statistics, netflow data, copilot/chatbot inputs and outputs, potentially malicious files or security policy violations detected by the Product, and derivatives thereof.

2 USE AND RESTRICTIONS

Customer's rights to use the Products are limited to those expressly granted in this Section.

(a) Software Use Rights

This Section 2(a) applies to Software only. Subject to compliance with this Agreement, upon Customer's purchase, Palo Alto Networks grants Customer a limited, non-exclusive right to use the Software:

- **(i)** in accordance with Published Specifications for the Software, and Hardware if applicable;
- **(ii)** solely for the term and within the scope of the use rights set forth in the ordering document;
- **(iii)** solely for internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and
- **(iv)** through Customer's third-party service provider(s) solely for Customer's 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 and subject to Customer's compliance with this Agreement, Palo Alto Networks will use commercially reasonable efforts to make the Subscriptions available in accordance with the applicable Service Level Agreement, if any, which may be updated from time to time and is incorporated by reference herein. Palo Alto Networks grants Customer a limited, non-exclusive right to access and use the Subscriptions:

- **(i)** in accordance with Published Specifications for the applicable Subscriptions;
- **(ii)** solely for the term and within the scope of the use rights set forth in the ordering document;
- **(iii)** solely for internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and
- **(iv)** through Customer's third-party service provider(s) solely for Customer's benefit, subject to their compliance with this Agreement.

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

(c) Use Restrictions

Customer 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 in excess of the quantity set forth in the ordering document or in any manner not authorized by the Published Specifications;
- **(iii)** modify, translate, adapt, or create derivative works from the Products or Published Specifications, 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 applicable law in the jurisdiction of use despite this prohibition and in such case only to the extent permitted;

(v) circumvent, disable, or bypass any security controls, licensing keys, usage limits, or technical restrictive measures embedded within or applied to the Products;

(vi) remove, modify, or conceal any product identification, copyright, proprietary, or Intellectual Property notices, or other such marks on or within the Product;

(vii) disclose, publish, or otherwise make publicly available any benchmark, performance, or comparison tests that Customer (or a third party contracted by Customer) runs on the Products, in whole or in part;

(viii) transfer, sublicense, rent, lease, loan, assign, or otherwise transfer or encumber any rights under this Agreement, or any Products (or any rights or interests therein), to any third party, except: (1) as expressly provided in Sections 2(d) and/or 13(a); (2) in strict accordance with the express terms set forth herein; or (3) as specifically permitted by the Published Specifications; in each case, unless expressly authorized by Palo Alto Networks in writing. Products purchased from unauthorized resellers or other unauthorized entities shall be subject to the Palo Alto Networks Secondary Market Policy incorporated by reference herein;

(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 Customer reproduce in the copies the copyright and other proprietary notices or markings that appear on the original copy of the Software as delivered to Customer;

(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 Products to improperly harm, interfere with, interrupt, destroy or limit the functionality of any third-party network, computer software or hardware, or telecommunications equipment;

(xiii) interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Products, their related systems or networks, or any third-party data contained therein;

(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, acting as a managed services provider, unless expressly authorized by Palo Alto Networks in writing;

(xv) conduct penetration testing, load testing, stress testing, or other security testing of the Subscriptions or their related systems or networks;

(xvi) develop, support, or use software, devices, scripts, robots, or any other means or processes (such as crawlers, browser plugins and add-ons, or any other technology) to scrape or copy the Product(s); or

(xvii) use any Products, or utilize any data, decisions, alerts, outputs, or behavioral responses derived from any Products or Published Specifications, to design, develop, train, validate, enhance, or otherwise gather intelligence for, any competitive security product or service.

(d) Affiliates

If Customer purchases any Product for use by Customer's Affiliate, Customer shall:

(i) provide Customer's Affiliate with a copy of this Agreement;

(ii) ensure that Customer's Affiliate complies with this Agreement;

(iii) be responsible and liable for any breach of this Agreement by such Customer Affiliate; and

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

(e) Authorization Codes; Grace Periods; Authentication Credentials

The Product may require an authorization code to activate or access the Product and Support Services. The authorization codes or links will be issued at the time of order fulfillment. The Product, warranty, or Support Services term will commence in accordance with the Grace Period Policy incorporated by reference herein. Customer shall keep accounts and authentication credentials providing access to Products secure and confidential. Customer must notify Palo Alto Networks without undue delay about any misuse of Customer accounts or authentication credentials.

(f) License Compliance

Customer grants to Palo Alto Networks and its independent advisors the right, upon written request, to verify Customer's compliance with this Section 2. In the event such review reveals non-compliance, Palo Alto Networks may pursue all remedies available to it.

(g) Professional Services and Unit 42 Services

Customer may separately purchase professional services and/or Unit 42 services pursuant to Palo Alto Networks' then applicable service terms located on Palo Alto Networks' website.

3 INTELLECTUAL PROPERTY

(a) Ownership

Palo Alto Networks and its licensors/suppliers retain all rights to Intellectual 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. All rights not expressly granted are retained by Palo Alto Networks and/or its licensors/suppliers. To the extent Customer provides any suggestions or comments related to the Products ("**Feedback**"), Palo Alto Networks shall own such Feedback and have all rights to retain and use such Feedback in current or future products or services, without Customer's approval or compensation to Customer. Palo Alto Networks acknowledges that all Feedback is provided "AS IS" and agrees that it will not publicly release the Feedback in any manner that identifies Customer as the source of such Feedback, or that directly or indirectly connects the Feedback with Customer.

(b) Open-Source Software

The Software may contain or be provided with components subject to the terms and conditions of open-source software licenses ("**Open-Source Software**"). Any such Open-Source Software license terms are consistent with the rights granted in Section 2 and may contain additional rights benefiting Customer. Palo Alto Networks represents and warrants that the Software, in the form delivered by Palo Alto Networks and when used in conformance with this Agreement, is in compliance with the applicable third-party open-source license terms.

(c) Marketing; Use of Name, Logo, Trademarks

Neither Party shall, without the prior written consent of the other Party, use the name, logo, or trademarks of the other Party in any advertising, publicity, press release, or promotional material regarding this Agreement or the relationship between the Parties.

4 OVERUSE

Certain Products are licensed on a consumption, volume, or capacity basis (e.g., number of accounts, credits, endpoints, devices, points, seats, gigabytes or terabytes of data, tokens, users, workloads, etc.). Customer shall monitor its actual usage of the Product(s) during the license term to ensure it remains within the capacity licensed. At the end of each month, quarter, or year of the applicable term, and as may be further specified in the applicable Published Specifications for the Product, Palo Alto Networks reserves the right to perform true-up reconciliation and charge (either directly or via an authorized reseller or cloud marketplace) for any such usage that exceeds the volume or capacity purchased, including purchasing additional license(s) on a go-forward basis to account for such overuse and capacity requirements.

5 TERM; TERMINATION OR SUSPENSION; EFFECT OF TERMINATION

(a) Term

This Agreement is effective until terminated by the Parties in writing or as specified herein, provided that the terms and conditions in this Agreement shall apply to any extension or renewal of Products and any additional capacity purchased.

(b) Termination; Suspension

(i) Either Party may terminate this Agreement at any time in the event the other Party breaches any material term, including but not limited to Section 2, and fails to cure such breach within thirty (30) days following

notice. For any material breach that cannot be cured, the non-breaching Party shall have the right to terminate this Agreement immediately upon written notice.

(ii) In addition to the rights set forth above, Palo Alto Networks may suspend Customer's access to or use of the Products or Support Services if Customer is in default with any payment obligations concerning the Products 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 or Support Services on Customer's behalf.

(iii) In addition to the rights set forth above, Palo Alto Networks reserves the right to suspend Customer's access to or use of the Products or Support Services if Palo Alto Networks reasonably determines that Customer's use of or access to the Products or Support Services results in a security risk to Palo Alto Networks, its systems, or a third party. For any such suspension, Palo Alto Networks shall provide prompt written notice of such suspension to the Customer and, once the issue is resolved by Customer and confirmed by Palo Alto Networks, Palo Alto Networks shall reinstate the access to or use of the applicable Products and Support Services as quickly as commercially possible.

(c) Effect of Termination

Upon termination, Customer shall immediately cease using the applicable Product and Support Services, and Palo Alto Networks may disable Customer's use of or access to any Subscriptions and access to the Support Services, as applicable.

6 WARRANTY, EXCLUSIONS AND DISCLAIMERS

(a) Warranty

Palo Alto Networks warrants that to the greatest extent allowable by law:

(i) Hardware will be free from defects in material and workmanship for one (1) year from the date of shipment;

(ii) Software will substantially conform to Palo Alto Networks' Published Specifications for three (3) months from the date of initial order fulfillment in accordance with the Grace Period Policy; and

(iii) Subscriptions will perform materially to Published Specifications for the duration of the Subscription term.

(iv) As Customer's 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 so as to materially meet the applicable Published Specifications.

(v) Warranty claims for Hardware and/or Software must be made within thirty (30) days from the detection of a suspected defect/discrepancy, in writing and during the warranty period specified herein and Subscriptions can be made at any time during the applicable Subscription term. If 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 pre-paid by the Customer for that portion of the Product that did not comply with the warranty.

(vi) Replacement Hardware may consist of new or remanufactured parts that are equivalent to new. All Hardware that is returned to Palo Alto Networks and replaced becomes the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for Customer's or any third party's software, firmware, information, or data contained in, stored on, or integrated with any Hardware returned to Palo Alto Networks for repair or replacement, whether under warranty or not.

(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 by persons other than Palo Alto Networks or its designee;

(iii) use of the Product other than in accordance with Published Specifications;

(iv) improper installation or site preparation or Customer's 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 HEREIN 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 CUSTOMER'S 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, or any loss of business, goodwill, data, profits, or use or for the cost of procuring substitute products, services, or other goods, arising out of or related 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) Maximum Liability

Subject to Section 7(a), 7(c), and 12, in no event will the maximum aggregate liability of either Party or Palo Alto Networks' suppliers for all claims arising out of or related to this Agreement, regardless of the cause of action and whether in contract, statute, tort, or any other legal theory, exceed the greater of: (i) one million United States dollars ($1,000,000); or (ii) the total amount paid and/or payable to Palo Alto Networks for the applicable Product and/or associated Support Services giving rise to the liability during the twelve (12) month period immediately preceding the date of the initial claim.

(c) Exclusions

Nothing in this Agreement shall otherwise limit or exclude either party's liability for: (i) Palo Alto Networks' payment obligations to third parties expressly set forth under Section 8 with respect to Intellectual Property Claims; (ii) the Customer's obligations under Section 2(c); (iii) death or bodily injury, willful misconduct, fraud, or gross negligence; or (iv) any other liability which cannot be limited or excluded by applicable law.

8 INDEMNIFICATION

(a) Indemnification and Procedure

Palo Alto Networks will indemnify, defend at its expense, and hold Customer harmless for any third-party lawsuits, formal civil actions, or judicial proceedings filed against Customer alleging that a Product infringes or misappropriates such third party's Intellectual Property rights (each, a "**Claim**"). Palo Alto Networks will pay damages awarded in final judgment by a court of competent jurisdiction against Customer, or amounts agreed to in a written settlement by Palo Alto Networks to the extent attributable to such Claim; provided that Customer: (i) promptly notifies Palo Alto Networks in writing after receiving any third-party demand letter, written allegation, or formal Claim; (ii) gives Palo Alto Networks sole control of the defense and settlement of the Claim (provided that Customer may, at its own expense, select, and retain separate counsel to monitor and participate in the defense of such Claim, subject at all times to Palo Alto Networks' unilateral right to control the defense and settlement); and (iii) reasonably cooperates 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 Customer enters 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 Customer 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 terminate the applicable license or subscription and require the return of the Hardware, and provide Customer a credit for the price of the Hardware as depreciated on a straight-line five (5) year basis, or a credit for the prepaid unused portion of the Software and/or Subscriptions based on the applicable impacted term, commencing on the date Customer received such Hardware, Software, or Subscriptions.

(c) Exceptions

Palo Alto Networks' obligations to indemnify, defend, and/or hold harmless under this Section 8 shall not apply for any Claim that is based on:

- **(i)** modifications to a Product made by anyone other than Palo Alto Networks or its designee;
- **(ii)** the combination, operation, or use of a Product with any hardware, software, and/or technology not supplied by Palo Alto Networks, if a Claim would not have occurred but for such combination, operation, or use;
- **(iii)** failure to use within ninety (90) days of availability: (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 Customer's explicit or written designs, specifications, or instructions; or
- **(v)** use of a Product not in accordance with or in violation of this Agreement or the Published Specifications.

The foregoing terms in Section 8 state Palo Alto Networks' sole and exclusive liability and Customer's sole and exclusive remedy for any third-party claims of Intellectual Property infringement or misappropriation.

9 DATA TERMS; CONFIDENTIALITY

(a) Data Security

Palo Alto Networks will implement and maintain technical and organizational measures designed to secure Customer Data, Systems Data, and Personal Data as described in Palo Alto Networks' Information Security Measures incorporated by reference herein.

(b) Customer Data

Palo Alto Networks will handle Customer Data confidentially and solely for the purposes of providing Products and Support Services to Customer pursuant to the terms of this Agreement. All rights in and to Customer Data shall remain the exclusive property of Customer.

(c) Systems Data

Palo Alto Networks may use Systems Data for the purposes of: (i) providing Products and services to Customer; (ii) improving Products, services, and Palo Alto Networks' security and operational resilience; (iii) developing new Products and services; (iv) managing its relationship with Customer; and (v) for threat research purposes. Palo Alto Networks will handle Systems Data confidentially and will not disclose Systems Data to any unaffiliated third party that identifies Customer or Customer's 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.

(d) Personal Data

To the extent Palo Alto Networks processes Personal Data on Customer's behalf, such Personal Data will be handled confidentially and processed in accordance with the Data Processing Addendum, which is incorporated by reference herein.

(e) Confidential Information

"**Confidential Information**" means non-public information exchanged between the Parties (including their Affiliates and Customer's authorized subcontractors) outside the delivery of Products and Support Services that is identified as confidential or that a reasonable person would treat as confidential, but excluding information that: (i) is or becomes part of the public domain through no fault of the recipient; (ii) was already in the recipient's possession free of any confidentiality obligation; (iii) is received from a third party without confidentiality restrictions; (iv) is independently developed by the recipient without reference to the discloser's Confidential Information; or (v) is Customer Data, Systems Data, or Personal Data. Each Party shall use the other Party's Confidential Information only as necessary for the performance of this Agreement and shall protect it using at least reasonable care. Neither Party shall disclose the other Party's Confidential Information to any third party except: (1) to employees and subcontractors with a need to know, provided they are bound by confidentiality obligations no less protective than those set forth in this Section 9(e); (2) to the extent required to comply with a valid court order of a court or government agency of competent jurisdiction, provided that the recipient gives reasonable notice to the disclosing Party, where legally permitted; (3) on a confidential basis to its legal or financial advisors; or (4) as required under applicable law. The obligations under this Section 9(e) shall continue for three (3) years from termination or last disclosure, whichever is later; provided, however, that trade secret obligations shall continue for so long as the information qualifies as a trade secret under applicable law. Upon termination of this Agreement, each Party shall, at the other Party's request, destroy or return all copies of the other Party's Confidential Information.

10 ARTIFICIAL INTELLIGENCE

With respect to Products and Support Services utilizing artificial intelligence ("AI"), Palo Alto Networks agrees to the principles and protections under this Section 10.

(a) Policy and Principles

Palo Alto Networks has implemented and maintains a policy mandating the ethical and responsible use of AI in Products and Support Services, including principles that require such use to be free of bias, transparent and explainable, and protective of privacy.

(b) Operation

With respect to the operation of AI within the Products and Support Services, Palo Alto Networks shall: (i) design, develop, and test such AI to operate in a way that is sufficiently transparent to enable Customer to understand and use the features of the applicable Product and Support Services appropriately; (ii) design such AI to provide accurate and responsive results; and (iii) where applicable, include measures designed to ensure such Products and Support Services are free of bias, discriminatory intent, discriminatory impact, and other violations of applicable law.

(c) Best Practices

Palo Alto Networks commits to the following best practices with respect to Products and Support Services utilizing AI:

- **(i)** *Industry Standard Practices*: Palo Alto Networks designs such AI in a manner consistent with industry standard practices to materially comply with: (1) the National Institute of Standards & Technology (NIST) AI Risk Management Framework v1.0 (2023); (2) Executive Order from the Executive Office of the President of the United States, "Removing Barriers to American Leadership in Artificial Intelligence" (2025); (3) AI guidance from the United States Federal Trade Commission; (4) The European Union's Regulation Laying Down Harmonized Rules on Artificial Intelligence (EU AI Act); and (5) successor regulations or authoritative guidance on best practices related to artificial intelligence consistent with prevailing practices in the cybersecurity industry.
- **(ii)** *Oversight and Testing*. Palo Alto Networks implements meaningful human oversight of the functionality and logic of such AI, and applies industry standard testing to identify and mitigate undesirable behaviors.

(iii) *Training Protocols*. Palo Alto Networks makes commercially reasonable efforts to ensure that the data sets used to train such AI are: (1) transparent, not derived from deceptive, inaccurate, or unlawfully obtained data; and (2) inclusive of statistically sufficient sample sizes.

(iv) *Documentation*. Palo Alto Networks provides AI impact assessments that detail the use of AI within the Products.

(v) *Training Restrictions*. Palo Alto Networks will not use, and will not allow its subcontractors to use: (1) Customer Data, or (2) Systems Data that identifies Customer (including Customer's customers or end users), to train generative AI.

(vi) *Generative AI Provider Notification*. Prior to any new use of a generative AI provider in connection with the Products or Services, Palo Alto Networks shall provide Customer with a thirty (30) day advance written notice of such addition, provided the Customer has subscribed to receive such notifications via the Communication Preferences website.

(d) Copilots and Chatbots.

Customer acknowledges that the use of Product or Support Services copilots or chatbots (1) may leverage large language models or other generative AI; and (2) may result in inaccuracies or errors. These copilots and chatbots are provided "as is" and without warranty. Accordingly, Customer should independently verify any output before relying or taking action thereon, and assumes all risk arising out of the use of such copilots or chatbots.

11 CUSTOMER'S AUDIT RIGHTS

(a) Certification Reports and Questionnaires

Upon Customer's written request, Palo Alto Networks shall promptly provide Customer with a copy of its then-current SOC 2 Type II report and ISO 27001 certificate (or equivalent third-party security attestation). Provision of such reports shall constitute Palo Alto Networks primary means of demonstrating compliance with its security and data protection obligations under this Agreement. If further information is required, Palo Alto Networks shall complete in a reasonable mutually agreed-upon timeframe, an information security program questionnaire of reasonable length, limited in scope to the Products and Support Services provided to Customer.

(b) Direct Audit Right

Where Customer reasonably determines that the reports and questionnaire provided under Section 11(a) are insufficient to satisfy Customer's regulatory obligations or due diligence requirements, Customer may, no more than once per twelve (12) month period, conduct or commission an audit of Palo Alto Networks relevant systems, processes, and documentation, subject to the following conditions: (i) Customer provides no fewer than thirty (30) days' prior written notice specifying the proposed scope; (ii) the parties mutually agree in writing on the scope, timing, duration, and location of the audit prior to commencement; (iii) the audit is conducted during Palo Alto Networks normal business hours in a manner that does not unreasonably disrupt Palo Alto Networks operations; (iv) the auditor is an independent third party that is not a competitor of Palo Alto Networks and is bound by confidentiality obligations no less protective than those in this Agreement; (v) the scope is limited to Palo Alto Networks controls, systems, and processes directly relevant to the Products and Support Services provided to Customer; and (vi) Palo Alto Networks may withhold access to information that would reveal the data or configurations of other customers.

(c) Costs

Customer shall bear the costs of Customer's auditors. Palo Alto Networks shall bear its own internal personnel costs unless the parties agree otherwise in writing.

(d) Findings

Customer shall promptly notify Palo Alto Networks in writing of any material non-compliance identified during an audit, and Palo Alto Networks shall have a reasonable opportunity to remediate such findings.

12 EVALUATIONS

(a) Scope

When Customer is using a Product (or feature of a Product) for an Evaluation, Customer may do so for thirty (30) days only unless Palo Alto Networks issues an extension or agrees in writing to extend the Evaluation(s). Palo Alto Networks reserves the right to terminate an Evaluation at any time. Upon expiration or termination of an Evaluation, Customer shall cease using the subject Product(s) 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, only Sections 1, 2, 3, 7(a), 8, 9, 10, and 13 of this Agreement shall apply. Notwithstanding anything set forth herein to the contrary, except for Palo Alto Networks' payment obligations to third parties expressly set forth under Section 8 with respect to Intellectual Property Claims, the total liability of Palo Alto Networks for Evaluations shall not exceed, to the extent permitted by applicable laws, the greater of: (i) ten thousand United States dollars ($10,000); or (ii) the total cost (if any) of the applicable Evaluation.

(b) Non-GA Products

For Evaluation of features or Products that have not yet been made generally available to customers, such features or Products may not perform at the level of a final, generally available offering and may have to be substantially modified prior to any general availability. Palo Alto Networks is under no obligation to release a commercial version of such features or Products, and Customer shall not rely upon such features or Products in making its purchasing decision of the generally available version.

(c) Disclaimers

EVALUATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE RISKS ARISING OUT OF THE USE OR PERFORMANCE OF THE EVALUATION REMAIN WITH CUSTOMER. PALO ALTO NETWORKS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE; AND ANY GUARANTEE OF AVAILABILITY OR PERFORMANCE.

13 GENERAL

(a) Assignment

Neither Party may assign or transfer this Agreement or any obligation herein without the prior written consent of the other Party. Such consent shall not be unreasonably withheld or delayed. For purposes of this provision, a change of Control will be deemed to be an assignment. Notwithstanding the foregoing, either Party may, upon written notice to the non-assigning Party: (i) assign this Agreement to a successor in interest to all or substantially all of its assets, whether by sale, merger, or otherwise; (ii) assign this Agreement to a parent company; or (iii) assign this Agreement to a wholly owned subsidiary. All terms and conditions of the Agreement shall be binding upon any assignee hereunder; assignee's acceptance of these terms shall be evidenced by its use or performance hereunder.

(b) Compliance with Laws; Export Control

Each Party shall comply with all applicable laws in connection with its respective activities arising from this Agreement. Customer agrees that it will not engage in any illegal activity under any applicable jurisdiction in conjunction with its activities under this Agreement. Both Parties shall comply with the U.S. Export Administration Regulations, and all other applicable export control, re-export, and trade-sanctions laws, restrictions, and regulations administered by the U.S. Office of Foreign Assets Control, the U.S. Bureau of Industry and Security, the European Union, and the United Nations (collectively, "Trade Control Laws"), to ensure that the Products, Support Services, and any technical data related thereto are not exported, re-exported, transferred, or utilized in violation of such Trade Control Laws.

(c) 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.

(d) Force Majeure

Neither Party shall be responsible for any cessation, interruption, or delay in the performance of its obligations (excluding payment obligations by Customer) as a result of a cause beyond its reasonable control, which shall include, without limitation, earthquake, flood, fire, storm, natural disaster, epidemic or pandemic, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, civil or regulatory authority, availability of network and telecommunications services, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care.

(e) Governing Law

If Customer is located in North or Latin America, to the greatest extent allowed by law, this Agreement shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws principles and 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 Customer is 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 and 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.

(f) Headings

The headings in this Agreement, 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.

(g) Independent Contractor

The Parties are independent contractors and this Agreement will not establish any partnership, joint venture, employment, franchise or agency between the Parties. Neither Party will have the power to bind the other Party or to incur any obligations on its behalf without the other Party's prior written consent.

(h) Notices

All notices shall be in writing and delivered:

- **(i)** for Customer, to the e-mail set forth on the Customer's website, 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.

(i) Survival

The provisions set forth in the following Sections, and any other rights or obligations of the Parties in this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any expiration or termination thereof: Section 2, Section 3, Section 5, Section 7, Section 12, and Section 13.

(j) 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.

(k) U.S. Government Customers

This Section 13(k) applies to U.S. Government and, to the greatest extent possible, to U.S.-located state, local and education end users only and does not apply to any other end users.

(i) The Software, Subscriptions, and its documentation are "commercial items" and "commercial computer software documentation," as such terms are used in FARS and DFARS. If the Software and its documentation and/or Subscriptions and its documentation are being acquired by or on behalf of the U.S. Government, then the U.S. Government's rights in the Software and its documentation and Subscriptions and its documentation shall be as specified in this Agreement.

(ii) With regards to overuse in Section 4, the provision related to termination or suspension shall not apply. In contrast, if payment is not received in accordance with the invoice for such overuse, Palo Alto Networks may pursue all legal remedies available to it.

(iii) With regards to Section 9(e), such confidentiality terms shall be further subject to applicable freedom of information laws.

(iv) With regards to Governing Law in Section 13(e), where legally required, this Agreement shall be construed according to that customer's statutory or constitutional mandate. Venue shall lie in a court of a competent jurisdiction in that customer's capital city or with any court of competent federal jurisdiction.

(v) Nothing contained herein shall diminish the rights of the U.S. Department of Justice as identified in 28 U.S.C. 516 or the rights of State Attorney General's Offices, where applicable, to participate in the defense or settlement of Claims.

(l) U.S. SAFETY Act Reciprocal Waiver of Claims

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 Customer 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) Entire Agreement

This Agreement, together with any Palo Alto Networks-issued quote accepted by Customer, 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 regarding the same. Any terms or conditions contained in Customer's 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. The Customer acknowledges that it is not relying on any other written or oral representations, warranties, statements, or communications regarding the subject matter of this Agreement except as expressly set forth herein. Each Party: (i) intends that electronic signature be regarded as an original signature; and (ii) agrees that this Agreement can be executed in counterparts, each of which constitutes an original, but all of which, when taken together, shall be considered one document.