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**” or “**END USER**”) 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**”.

BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING PALO ALTO NETWORKS PRODUCTS, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS BOUND TO THIS AGREEMENT, INCLUDING, IF APPLICABLE, THE PROGRAM TERMS ASSOCIATED WITH THE PURCHASE OF AN ENTERPRISE PROGRAM FOUND AT www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/enterprise-agreement-for-attached-subscriptions.pdf AND https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/enterprise-agreement-for-hardware-support.pdf, WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IF CUSTOMER DOES NOT ACCEPT ALL ITS TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCT. THIS AGREEMENT GOVERNS THE 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, 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 Customer is using a Product for proof of concept, trial, evaluation or other similar purpose (“**Evaluations**”), the terms of Section 11n 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**”, also referred to as “**End User 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.

“**Product**” means, collectively, Hardware, Software, Subscription, and any combination thereof.

“**Published Specifications**” 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, 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, regardless of whether a fee is charged for its use. Support Services and professional services are not considered Subscriptions under this Agreement.

"**Support Services**" means the maintenance, support services and customer success services provided by Palo Alto Networks or its representative in effect at the time such maintenance, support services and/or customer success services are ordered and as further set forth in the End User Support Agreement.

"**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 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.   <u>Software Use Rights</u>

This Section 2a applies to Software only. Subject to compliance with this Agreement, upon Customer's purchase, Palo Alto Networks grants Customer a limited, royalty-free, 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 purchased (e.g., number of users);

iii.   solely for internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and

iv.   through a third-party contractor providing IT services 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.   <u>Access to Subscriptions</u>

This Section 2b 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 twenty-four (24) hours a day, seven (7) days a week in accordance with the applicable service level agreement set forth at https://www.Paloaltonetworks.com/services/support/support-policies (which may be updated from time to time and at any time), except for published downtime or any unavailability caused by circumstances beyond Palo Alto Networks' control including, but not limited to, a force majeure event described in Section 11g below. The applicable service level agreement sets forth Customer's sole and exclusive remedy and Palo Alto Networks' and its suppliers' sole and exclusive liability in the event that Palo Alto Networks does not meet the service level commitments stated therein. Palo Alto Networks grants Customer a 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 usage capacity purchased (e.g., number of workloads, number of unique users; number of accounts, credits, endpoints, devices, points, seats, terabytes of data, tokens, workloads, or the like);

iii.   solely for internal use for the purpose of securing Customer's infrastructure, unless agreed otherwise in a separate written contract with Palo Alto Networks; and

iv.   through Customer's third-party contractor providing IT services 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.   <u>Use Restrictions</u>

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 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 Customer (or a third-party contracted by Customer) runs on the Products, in whole or in part;

vii.   transfer, sublicense, or assign any rights under this Agreement to any third party except as expressly provided in Section 2d and/or Section 11a 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, or as specifically permitted by the Published Specifications. 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 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 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, acting as a managed services provider.

d.   <u>Affiliates</u>

If Customer purchases 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.   <u>Authentication Credentials</u>

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.

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. 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 the Feedback, have all rights to retain and use any 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.

4. OVERUSE.
Fees for volume or capacity usage (e.g., number of accounts, credits, endpoints, devices, points, seats, terabytes of data, tokens, users, workloads, etc.) must be reconciled with Customer's actual usage at the end of each month or quarter for any volume- or capacity-based Products. To the greatest extent allowable under applicable law and regulation, 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 an 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. Customer will issue a non-cancellable, non-refundable and non-returnable purchase order for such overuse within twenty (20) days from the occurrence of such overuse and pay as invoiced. Excluding public sector customers, if payment is not received in accordance with the invoice for such overuse, Palo Alto Networks shall terminate or suspend Customer's use of such Subscriptions in accordance with Section 5.b., below.

5. TERM; TERMINATION OR SUSPENSION; AND EFFECT OF TERMINATION
a.   <u>Term</u>.
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 additional capacity purchased.

b.   <u>Termination; Suspension</u>
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 above, 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. Palo Alto Networks may, at its discretion, suspend Customer's access to or use of the Software, Subscriptions 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 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 Software, Subscriptions or Support Services if Palo Alto Networks reasonably believes that Customer is using the Products or services in manner or for a purpose that is not contemplated by the applicable Published Specifications and is likely to cause harm to Palo Alto Networks or a third party. For any such suspension, 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 Software, Subscriptions and Support Services as quickly as commercially possible.

c.   <u>Effects of Termination</u>
Upon termination, Customer shall immediately cease using the Software and in case of the Subscriptions and Support Services, Palo Alto Networks shall terminate Customer's use of or access to any Subscriptions and access to the Support Services. At Palo Alto Network´s discretion, Customer shall destroy or return to Palo Alto Networks all copies of Palo Alto Networks' Confidential Information.

6. WARRANTY, EXCLUSIONS AND DISCLAIMERS
a.   <u>Warranty</u>
Palo Alto Networks warrants that:
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 fulfillment; and
iii.   Subscriptions will perform materially to Published Specifications for the duration of the selected term.

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, (i) repair or replace the Hardware or (ii) correct the Software or the Subscriptions so as to materially meet the applicable Published Specifications.

Warranty claims for: (1) Hardware and/or Software must be made within thirty (30) days from the detection of a suspected defect/discrepancy in writing during the warranty period specified herein; and (2) 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.

Replacement Hardware 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 Customer's 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. Customer will pay the shipping costs for return of Hardware to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for repaired or replaced Products back to Customer.

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 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 (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

Subject to Section 7a and 11n, 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: (1) one million United States dollars ($1,000,000); or (2) the total amount Customer paid for the Product on which the claim is based. The foregoing limitation in this Section 7b shall not apply to liability arising from:

i.   death or bodily injury, willful misconduct, fraud or gross negligence;
ii.   Section 2c and Section 8; and
iii.   Customer's payment obligations for the Product and related services, if any.

8.   INDEMNIFICATION

a.   Indemnification and Procedure

Palo Alto Networks will indemnify, defend, at its expense, and hold Customer harmless for any third-party actions, claims, injunctions or suits against Customer 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 Customer or agreed to in settlement by Palo Alto Networks to the extent attributable to any such Claim; provided that Customer (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 Customer 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 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 Customer may return the Hardware and cease using the Software and/or Subscriptions and Palo Alto Networks shall grant 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 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 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 STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S 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, communicated, transmitted, or otherwise made available as 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 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 a period of 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.

The confidential treatment of Customer Data, Personal Data, and Systems Data are addressed in Section 10 below.

10. CUSTOMER DATA, PERSONAL DATA AND SYSTEMS DATA

a.   <u>Customer Data</u>
Palo Alto Networks and its Affiliates will process Customer Data 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.

b.   <u>Personal Data</u>
To the extent Palo Alto Networks and its Affiliates processes personal data (as defined by applicable data protection laws) on Customer's behalf, such personal data will be processed in accordance with the Data Processing Addendum, which is incorporated by reference herein.

c.   <u>Systems Data</u>
Palo Alto Networks may use Systems Data for the purposes of providing Products and services to Customer, improving Products and services, developing new Products and services, managing its relationship with Customer, and for threat research purposes. Palo Alto Networks will not disclose Systems Data to any unaffiliated third-party that identifies Customer, 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.   <u>Data Confidentiality and Security</u>
Customer Data, Personal Data, and Systems Data will be treated confidentially and Palo Alto Networks will implement and maintain technical and organizational measures designed to secure such data as described in Palo Alto Networks' Information Security Measures, which is incorporated by reference herein.

e.   Generative AI

Palo Alto Networks will not use, and will not allow its subcontractors to use, (a) Customer Data, or (b) Systems Data that identifies Customer (including Customer's customers or end users), to train generative AI.

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 Customer's 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

Customer shall retain records pertaining to Product usage consistent with Section 2 above. Customer grants 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, Customer shall promptly pay the appropriate fees, plus reasonable audit costs, as determined by Palo Alto Networks.

c.   Authorization Codes; Grace Periods

Where applicable, Customer will be able to download Software via the server network located closest to Customer. The Product may require an authorization code to activate or access Subscriptions and Support Services. The authorization codes will be issued at the time of order fulfillment. The Subscription, warranty or Support Services 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

Each Party shall comply with all applicable laws in connection with its respective activities arising from this Agreement. Customer further agrees that Customer will not engage in any illegal activity, and Customer acknowledges that Palo Alto Networks reserves the right to notify Customer or an appropriate law enforcement agency 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 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.

g.   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.

h.   Governing Law

If Customer is 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 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. 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, 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 Software may contain or be provided with components subject to the terms and conditions of open-source software licenses ("**Open-Source Software**"). These 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, when used in conformance with this Agreement, does not include Open-Source Software that restricts Customer's ability to use the Software nor requires Customer to disclose, license, or make available at no charge any material proprietary source code that embodies any of Customer's 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; Use of Name, Logo, Trademarks

Neither Party shall publicly communicate or use the name, logo or trademarks of the other Party without the prior written permission of the other Party.

n.   Evaluations.

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 a longer period of time for 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 Product(s) provided for in an 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, only Sections 1, 2, 3, 7a, 8, 9, 10, and 11 of this Agreement shall apply. Notwithstanding anything set forth herein to the contrary, except for Palo Alto Networks' indemnification obligations set forth in Section 8, the total liability of Palo Alto Networks for Evaluations shall not exceed the greater of: (i) ten thousand United States dollars ($10,000); or (ii) the total cost (if any) of the applicable Evaluation.

For Evaluation of features or Products that have not yet been made generally available to customers, Customer shall not rely upon any such features or Product that were included in an Evaluation in making its purchasing decision of the generally available version of the Product.

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.

o.   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, and Section 11.

p.   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.

q.   U.S. Government End Users

This Section 11q applies to United States 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. 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.