

GLOBAL CUSTOMER SUPPORT SERVICES TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

These Global Customer Support Services Terms and Conditions (“Agreement”) set forth the terms and conditions under which Palo Alto Networks, Inc., a Delaware corporation (“Palo Alto Networks”), will provide technical support services to you (“Customer” or “you”) under the Palo Alto Networks Support Plan purchased by Customer for the Palo Alto Networks network security products sold and/or licensed to you pursuant to the Palo Alto Networks License Agreement and Limited Warranty (“EULA”).

Palo Alto Networks is willing to provide technical support services to you only if you accept all the terms and conditions contained in this Agreement. By checking the box labeled “I accept”, you are indicating that you understand this Agreement and accept all of its terms and conditions. The date on which you check the box labeled “I accept” is the “Effective Date”. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms “you” or “your” shall refer to such company or other legal entity. If you do not accept all the terms and conditions of this Agreement, then Palo Alto Networks is unwilling to provide technical support services to you.

1. SUPPORT PLANS AND SERVICES OFFERED

Support Offerings	4 Hour Premium Support	Premium Support	Standard Support
Office Hours Availability	See https://support.paloaltonetworks.com		
After Hours Availability	Yes - 24x7x365	Yes - 24x7x365	No
Hardware Support			
4 Hour Replacement Service (available only for products located within a specified range of a Palo Alto Networks Service Location)	Yes	No	No
Advance Replacement Service: Next Business Day Ship	No	Yes	No
Return and Repair	No	No	Yes
Call Response Times			
Severity 1 – Critical Product is down, critically effects customer production environment. No workaround yet available.	< 1 hour	< 1 hour	< 1 hour 7am – 6pm PST
Severity 2 – High Product is impaired, customer production up, but impacted. No workaround yet.	2 Business Hours	2 Business Hours	2 Business Hours
Severity 3 – Medium A Product function has failed, customer production not affected. Support is aware of the issue and a workaround is available.	4 Business Hours	4 Business Hours	4 Business Hours
Severity 4 -- Low Non-critical issue. Does not impact customer business. Feature, information, documentation, how-to and enhancement requests from the customer.	8 Business Hours	8 Business Hours	8 Business Hours
Contacting Support			
Palo Alto Networks, Inc 3300 Olcott Street Santa Clara, CA 95054	Toll Free US – 1.866.898.9087 Outside the US +1.408.738.7799 Website: support.paloaltonetworks.com		

2. DEFINITIONS

- a) **"Business Hours"** means Mondays through Fridays, 7:00 am – 6:00 pm PST, excluding U.S. and California holidays.
- b) **"Hardware"** means the appliance and server agent products listed on Palo Alto Networks' then-current published product price list.
- c) **"Major Releases"** means significant modifications or improvements to the Software that: (i) are designated by a change in the 1st digit of the version release number (e.g., v5.0 to v6.0); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.
- d) **"Minor Releases"** means minor modifications or improvements to the Software, cumulative bug fixes from Maintenance Releases since the last Minor Release and new bug fixes, as applicable, that: (i) are designated by a change in the 2nd set of digits of the version release number (e.g., v5.00 to v5.01); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.
- e) **"Maintenance Releases"** means bug fixes to the Software that: (i) are designated by a change in the 3rd set of digits of the version release number (e.g., v5.00.01 to v5.00.02); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.
- f) **"Palo Alto Networks Standard Support," "Palo Alto Networks Premium Support,"** and **"Palo Alto Networks 4 Hour Premium Support"** refer to software and hardware support programs offered by Palo Alto Networks, as further detailed in Section 3 below.
- g) **"Palo Alto Networks Support Plans"** means Palo Alto Networks Standard Support, Palo Alto Networks Premium Support, Palo Alto Networks 4 Hour Premium Support, and any other support plan for the Products described in this Agreement or on the Palo Alto Networks Support Web Site.
- h) **"Palo Alto Networks Support Web Site"** means the web site currently located at <https://support.paloaltonetworks.com>, or any successor site thereto, as specified by Palo Alto Networks.
- i) **"Products"** means, collectively, Hardware and Software.
- j) **"Software"** means the software products listed on Palo Alto Networks' then-current published product price list, including any software embedded in Hardware.

3. DESCRIPTION OF SUPPORT PLANS

Each Product under a Palo Alto Networks Support Plan must be registered by Customer in the Palo Alto Networks Support Web Site in order to access the features available on such site. In consideration of Customer's purchase of a Palo Alto Networks Support Plan, Palo Alto Networks will use commercially reasonable efforts to provide the applicable services, as set forth in the table entitled "Support Plans and Services Offered" above, which are more fully described as follows:

- a) **Technical Support**
 - i. Telephone support available during the times specified for the Palo Alto Networks Support Plan purchased by Customer.
 - ii. Support cases created via the Web will be classified as non-critical and will have a response time based on the severity classification as set forth in the table entitled "Support Plans and Services Offered" above.
- b) **Secure Web Access**
 - i. Access to the Palo Alto Networks Support Web Site to acquire the latest software fixes, feature releases, software release notes, signature updates, FAQs, case management and technical documentation.
 - ii. Palo Alto Networks will use commercially reasonable efforts to ensure that the Palo Alto Networks Support Web Site is available 24x7.

Palo Alto Networks reserves the right to modify the support plans offered. Please refer to the Palo Alto Networks Support Web Site for the most current support plan descriptions.

4. SUPPORT OPTIONS

Customer shall choose from three support plans: (i) Palo Alto Networks Standard Support, (ii) Palo Alto Networks Premium Support, or (iii) Palo Alto Networks 4 Hour Premium Support.

Based upon the Customer's selection and payment of the applicable fees per the purchase, Palo Alto Networks shall have the following obligations:

a) **Palo Alto Networks Standard Support**

- i. Maintain and support the list of releases as defined as the current support releases on the Palo Alto Networks Support Web Site.
- ii. Make available all supported Maintenance Releases, Minor Releases and Major Releases.
- iii. Verify and correct identified defects in the Software for the currently supported Maintenance Releases.
- iv. Provide access to Palo Alto Networks online support through the Palo Alto Networks Support Web Site including, but not limited to, knowledge base/FAQ, case management and software downloads.
- v. Provide technical telephone support Monday through Friday, excluding Palo Alto Networks' designated holidays, in accordance to the times listed on Palo Alto Networks Support Web Site.
- vi. Provide a return and repair service for Hardware defects.

Customer may access Palo Alto Networks technical call center numbers and website address as listed in the table entitled "Support Plans and Services Offered" above.

b) **Palo Alto Networks Premium Support**

Includes all of the support services described under Palo Alto Networks Standard Support plus the following:

- i. After hours technical telephone support on a 7x24 (seven days per week, 24 hours per day) basis for Severity 1, critical issues.
- ii. Provide a next business day ship advance replacement for Hardware defects.

c) **Palo Alto Networks 4 Hour Premium Support**

This support option is available only for Products located within a specified range of a Palo Alto Networks Service Location. Includes all of the support services described under Palo Alto Networks Premium Support plus commercially reasonable efforts by Palo Alto Networks to deliver the replacement hardware to the Customer within four hours.

5. RMA POLICY AND PROCESS

In those situations when it is necessary for Customer to return a Product to Palo Alto Networks, Customer must request Palo Alto Networks to issue a Return Material Authorization (RMA) Number prior to shipment. Each RMA Number will be uniquely identified and records will be maintained to record significant information regarding the processing of the Product.

- a) **Return and Repair:** Customer shall obtain an RMA Number for the Product that Customer desires to return to Palo Alto Networks by contacting Palo Alto Networks Support via telephone or email or via the Palo Alto Networks Support Web Site. Palo Alto Networks Support will work with Customer to confirm the Hardware problem and issue an RMA Number to be used in connection with shipping the Product back to Palo Alto Networks. Customer shall repackage the Product in the original packaging (shipping damage that occurs as a result of insufficient packaging is not covered under this Agreement), note the RMA Number on the shipping label and ship the Product to the specified Palo Alto Networks location. Customer will be responsible for all shipping costs incurred in returning the defective Product to Palo Alto Networks. Products will be repaired or replaced within 10 business days from receipt of the defective Product by Palo Alto Networks. Palo Alto Networks will pay all shipping costs that it incurs in connection with shipping the repaired or replacement Product to Customer, except that if Customer is located outside the United States, Customer will be responsible for any taxes, duties, fees or other

charges assessed in connection with importing the repaired or replaced Product into Customer's country of destination.

- b) **Advance Replacement:** Customer shall obtain an RMA Number for the Product that Customer desires to return to Palo Alto Networks by contacting Palo Alto Networks Support via telephone or via the Palo Alto Networks Support Web Site. Palo Alto Networks Support will work with the Customer to confirm the Hardware problem and issue an RMA Number to be used in connection with shipping the Product back to Palo Alto Networks. Palo Alto Networks will ship a replacement Product to Customer by the next business day and a prepaid return airbill will be included with the shipping documents affixed to the exterior of the shipping carton. Palo Alto Networks will pay all shipping costs that it incurs in connection with shipping the replacement Product to Customer, except that if Customer is located outside the United States, Customer will be responsible for any taxes, duties, fees or other charges assessed in connection with importing the replacement Product into Customer's country of destination. Upon receipt of a replacement Product, Customer shall return the defective Product to Palo Alto Networks in the replacement Product's packaging (shipping damage that occurs as a result of insufficient packaging is not covered under this Agreement), the airbill affixed to the exterior of the shipping carton and the designated courier service contacted for pickup. If Palo Alto Networks does not receive the returned Product within 10 business days after the date of Customer's receipt of the replacement Product, Customer will be charged current list price of the replacement Product.
- c) **4 Hour RMA Replacement:** Customer shall obtain an RMA Number for the Product that Customer desires to return to Palo Alto Networks by contacting Palo Alto Networks Support via telephone. Palo Alto Networks Support will work with the Customer to confirm the Hardware problem and issue an RMA Number to be used by Palo Alto Networks for administrative purposes. Palo Alto Networks will use its commercially reasonable efforts to have a replacement Product delivered to Customer within four hours of the time the Customer receives an RMA number. Customer must have an authorized representative available to accept delivery of the replacement Product. If Palo Alto Networks (or its subcontractor) is unable to complete delivery because Customer does not have an authorized representative available, Palo Alto Networks reserves the right to charge Customer for costs incurred in making a subsequent delivery.

6. CUSTOMER OBLIGATIONS

During the term of this Agreement, Customer shall:

- a) Operate at the then-current Maintenance Release; and
- b) Use reasonable efforts to isolate, collect all error and log files to enable Palo Alto Networks to fulfill its obligations herein.

7. LIMITATIONS

The following services are expressly excluded from the Palo Alto Network Support Plans:

- a) Repair or replacement of Product required as a result of causes other than normal use, including without limitation: (i) repair, maintenance or modification of the Product by persons other than Palo Alto Networks-authorized personnel; (ii) accident, fault or negligence of Customer; (iii) user error or misuse of the Product; or (iv) causes external to the Product such as, but not limited to, failure of electrical systems or fire or water damage or hardware failure, operation system software failure or any other damage and failure not caused by Palo Alto Networks.
- b) Maintenance or technical services for any third party software or hardware, whether or not such third party software or hardware is provided by Palo Alto Networks.

8. TERM AND TERMINATION

This Agreement will begin on the Effective Date and, unless terminated earlier in accordance with its terms, will remain in effect for one (1) year. At the end of such one (1) year term (and each renewal term thereafter, if any), this Agreement will automatically expire unless Customer renews this Agreement by paying Palo Alto Networks the applicable fee and by

following the renewal procedure specified on the Palo Alto Networks Support Web Site. Palo Alto Networks will send Customer renewal reminders in advance of the expiration date of then-current term of this Agreement.

Either party may terminate this Agreement, at any time, in the event that the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days following notice thereof from the non-breaching party.

9. NO WARRANTY

Nothing in this Agreement shall be construed as expanding or adding to the warranty set forth in the EULA. PALO ALTO NETWORKS MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND PALO ALTO NETWORKS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL PALO ALTO NETWORKS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT PALO ALTO NETWORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO EVENT WILL PALO ALTO NETWORKS' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO PALO ALTO NETWORKS UNDER THIS AGREEMENT FOR THE THEN-CURRENT TERM OF THIS AGREEMENT. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. GENERAL

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Customer may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Palo Alto Networks' prior written consent, and any attempt to do so, without such consent, will be void. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section. 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, modification 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. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter. Any terms or conditions contained in Customer's purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Palo Alto Networks and will be deemed null. Palo Alto Networks will not be responsible for any failure or delay in its performance under this Agreement (except for due to causes beyond its reasonable control).