

Unit 42 Services Addendum

This Unit 42 Services Addendum (“Addendum”) to the [Professional Services Agreement](#) (“PSA”) is entered into between You (referred to herein as “You” and “Your”) AND (A) PALO ALTO NETWORKS, INC. AND ITS AFFILIATES, 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054, UNITED STATES, IF YOU ARE LOCATED IN NORTH OR LATIN AMERICA; OR (B) PALO ALTO NETWORKS (NETHERLANDS) B.V. AND ITS AFFILIATES, OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM, IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA (collectively “PALO ALTO NETWORKS”) and adds additional terms specific to the Unit 42 Services (defined below). In the event of any material conflict between the terms in the Agreement and this Addendum, the terms in this Addendum shall control for purposes of the Unit 42 Services. Capitalized words used but not defined herein shall have the same meanings given to them in the PSA.

1. Definitions:

- 1.1. **“Palo Alto Networks IP”** means all Palo Alto Networks proprietary materials related to the Unit 42 Services, including any hardware, software, Indicators of Compromise, and associated data and documentation, which may include but is not limited to flow charts, algorithms, adversary information, report templates, know-how, inventions, techniques, models, trademarks, ideas and any and all other tangible and intangible works and materials developed by Palo Alto Networks.
- 1.2. **“Unit 42 Services”** are the cybersecurity consulting services provided by Palo Alto Networks, which include, but are not limited to, incident response, risk management, and digital forensic services.
- 1.3. **“Deliverables”** shall mean any deliverables created by Palo Alto Networks during the performance of the Unit 42 Services, whether published or unpublished, as set forth in each SOW or SD.
- 1.4. **“Indicators of Compromise”** means a set of data provided by Palo Alto Networks for use with the Palo Alto Networks IP. Indicators of Compromise are configurations and specifications of anomalies, configurations, or other conditions that Palo Alto Networks IP is capable of identifying within an information technology infrastructure.
- 1.5. **“Your IP”** means all of Your proprietary materials and information, including any technology, software, algorithms, techniques, know-how, and other tangible and intangible items that is owned or developed by or for You prior to the Effective Date and provided to Palo Alto Networks in connection with the Unit 42 Services.
- 1.6. **“Threat Actor Data”** means malicious code, commands, techniques, objectives, threat indicators, or other information of unauthorized third parties discovered during the course of the Unit 42 Services.

2. **Services at the Direction of Counsel.** In the event Unit 42 Services are obtained for the purpose of providing Your legal counsel (“Counsel”) with the requested technical information necessary to provide You with legal advice, including advice in anticipation of litigation or regulatory enforcement action, or in connection with the assessment and management of legal risk, Palo Alto Networks will perform the Unit 42 Services at the direction of Counsel. All communications to You related to Unit 42 Services shall be directed to the attention of Counsel. The Deliverables and Unit 42 Services under the PSA, SOW or SD will be kept confidential and treated in accordance with maintenance of the attorney-client privilege, attorney work product doctrine, legal professional privilege, self-evaluative privilege or other applicable privilege or protection. All communications between Palo Alto Networks and Counsel, as well as communications between You and Palo Alto Networks, shall be regarded as confidential, made solely for the purpose of assisting Counsel in giving legal advice to You and subject to the terms of this PSA.

3. Expenses

- 3.1. **Expenses.** Unless otherwise specified in the applicable SOW, You shall reimburse Palo Alto Networks for all actual and reasonable expenses that are attributable to the Unit 42 Services

performed and incurred by Palo Alto Networks. All travel and living expenses are subject to Your prior written approval and must be supported by receipts reasonably acceptable to You before they can be reimbursed. For the avoidance of doubt, commuting expenses or travel and living expenses incurred by Palo Alto Networks in performing Unit 42 Services at Your facility located in the same metropolitan area as that of Palo Alto Networks personnel's home is not reimbursable. You shall reimburse Palo Alto Networks at its then current time and materials rates and pay its reasonable attorney's fees and costs in responding to subpoenas and other legal requests relating to Your operations and the results of the Unit 42 Services.

4. **Compliance with Laws**

- 4.1. Where Unit 42 Services involve Your granting Palo Alto Networks access to any third-party network or data, You shall be solely responsible for compliance with all applicable laws related thereto. You represent and warrant (i) You have the right to use, disclose, license, disseminate and grant access to the systems, documents, programs, materials, information and data that You have or will provide access to in order to perform the Unit 42 Services and prepare the Deliverables, and (ii) to the extent You provide any personal information to Palo Alto Networks for the performance of the Unit 42 Services, You have obtained the requisite consents which may be required by applicable law.

5. **Intellectual Property**

- 5.1. **Grant of License.** With the exception of Your IP used to create the Deliverables, Palo Alto Networks will own all right, title and interest in and to the Deliverables. Subject to Sections 5.2 and 5.3 below and upon Your full payment, Palo Alto Networks shall grant to You a perpetual, non-revocable, worldwide, non-transferable, limited, right and license to use, execute or copy the Deliverables solely for Your internal business purposes and solely in connection with Your use of the Unit 42 Services. Subject to the preceding sentence, a perpetual, non-revocable, worldwide, royalty-free, non-exclusive, non-transferable, limited license is granted to You to use any Palo Alto Networks IP contained in the Deliverables for the purpose of using the Deliverables in accordance with the terms of this Agreement. The Unit 42 Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor.

5.2. **Intellectual Property Rights.**

You acknowledge that Palo Alto Networks may use Palo Alto Networks IP to provide the Unit 42 Services to other clients, and that You may obtain access to certain Palo Alto Networks IP as a result of Palo Alto Networks' performance of its obligations under the PSA and this Addendum. Palo Alto Networks IP is and shall remain the sole and exclusive property of Palo Alto Networks and Palo Alto Networks shall retain all right, title and interest in and to the Palo Alto Networks IP and all derivative works thereof, including any Indicators of Compromise developed by Palo Alto Networks during the term of this PSA.

You will be and remain, at all times, the sole and exclusive owner of Your IP and any modification, compilation, derivative thereof. At Your request, Palo Alto Networks will promptly return or destroy all Your IP obtained by Palo Alto Networks in connection with the Unit 42 Services.

- 5.3. **Restrictions.** You may share Deliverables with state or federal law enforcement agencies in the country/state where You are registered, with prior notice to Palo Alto Networks, to the extent that such notice is not prohibited by applicable law or valid order of a court of competent jurisdiction or law enforcement agency. You shall not cause or permit the reverse engineering, reverse assembly, or reverse compilation of, or otherwise attempt to derive source code from the Palo Alto Networks IP. You shall not create derivative works based upon all or part of the Palo Alto Networks IP.

Except as otherwise provided in this Addendum, You shall not resell, redistribute or make available Palo Alto Networks IP, the Unit 42 Services or the Deliverables to any third party and shall not use the Palo Alto Networks IP or the Deliverables to provide services to any third party.

Notwithstanding the foregoing, You may disclose Indicators of Compromise to Your third party infrastructure provider(s) (each an "Infrastructure Vendor") to the extent such disclosure is

necessary for the Infrastructure Vendor to provide services to You. Additionally, You may disclose any relevant Deliverables to Your third party auditor, and/or pursuant to the terms of this Section 5.3. Prior to any such disclosure(s), You shall ensure that Infrastructure Vendor or third-party auditor (as applicable) has signed a nondisclosure agreement with confidentiality and intellectual property protection obligations no less restrictive than the obligations in this Unit 42 Services Addendum and shall certify to such agreement being in place at Palo Alto Networks' request.

- 5.4. **Forensics.** For forensic Unit 42 Services, You acknowledge that digital/computer equipment, drives, data and media may be damaged, infected, or corrupted prior to forensic analysis being performed, and Palo Alto Networks does not assume responsibility or liability for pre-existing damage or further damage resulting from the Unit 42 Services. Any data, especially data restored from unknown sources, may contain viruses or other malware; therefore, You assume responsibility to protect Yourself with respect to the receipt of data and shall advise Your agents and third-party recipients to take similar precautions. You represent and warrant that (i) You have the right to be in possession of, or are the owner of, all equipment/data/media furnished to Palo Alto Networks hereunder, (ii) such equipment/data/media is furnished for a lawful purpose, and (iii) where applicable, Your collection, possession, processing, and transfer of such equipment/data/media is in compliance with any and all applicable law and regulation.
- 5.5. **Illegal Content.** If in the course of examination of computers, telephones, or other electronic devices, or in the examination of electronic media, software content or materials in hard copy form, Palo Alto Networks observes or encounters what may be considered illegal contraband, Palo Alto Networks reserves the right to make disclosure to US law enforcement; where services are provided outside of the United States, Palo Alto Networks will comply with local applicable reporting requirements. In such an event, and to the extent Palo Alto Networks reasonably believes it is permitted by applicable law, Palo Alto Networks will notify You of its intention to disclose the existence and/or content to the appropriate authorities.
- 5.6. **Penetration Testing.** You acknowledge that penetration testing services are intended to probe and exploit system weaknesses which can cause damage to vulnerable systems. You agree that Palo Alto Networks shall not be liable for any resulting damage and You are advised to fully back up systems and data and take other measures You deem appropriate given the volatile nature of penetration testing.

6. Termination.

- 6.1. **For Convenience.** Either Party shall have the right to terminate this Addendum and any SD or SOWs issued hereunder upon thirty (30) days written notice.
- 6.2. **For Business Impact.** Either Party shall have the right to immediately terminate this Addendum and any SD or SOWs issued hereunder, if the other Party (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding; or (iii) becomes insolvent or becomes subject to control by a trustee, receiver or similar authority.
- 6.3. **Effect.** Unless otherwise specified in the notice of termination, termination of this Addendum shall not affect any SD or SOW(s) issued hereunder, and this Addendum shall continue in full force and effect with respect to such SOW(s) until their termination or expiration. Within five (5) days of termination, You will return to Palo Alto Networks the Palo Alto Networks IP or, upon request by Palo Alto Networks, destroy the Palo Alto Networks IP (with the exception of any hardware) and all copies thereof. Upon termination of each SOW or SD, payment is due for all Unit 42 Services performed up to the effective date of termination at the agreed upon prices, fees and expense reimbursement rates.
- 6.4. **Stop Work.** Within twenty-four (24) hours of receiving a written stop work order from You, Palo Alto Networks will stop all work. Work will not resume until Palo Alto Networks receives a written request to resume work. Palo Alto Networks shall inform You in writing, and the Parties agree to negotiate in good faith, if Your stop work order adversely affects Palo Alto Networks' estimate price, performance schedule, or any other terms of the applicable SD or SOW.

7. Warranty

- 7.1. **Limited Warranty.** Palo Alto Networks warrants that the Unit 42 Services will be provided in a professional manner pursuant to industry standards for the same or similar services. THE ABOVE-STATED LIMITED WARRANTY FOR UNIT 42 SERVICES AND REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PALO ALTO NETWORKS EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE UNIT 42 SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
- 7.2. **Exclusive Remedy for Warranty.** Palo Alto Networks' sole obligation and Your sole and exclusive remedy for a breach of Section 7.1 is to re-perform that portion of the Unit 42 Services that did not comply with the warranty; provided, however, that You notify Palo Alto Networks of any such breach within thirty (30) days of delivery of the Unit 42 Services at issue. If after using commercially reasonable efforts Palo Alto Networks is unable to furnish Unit 42 Services that comply with the above warranty, You will be entitled to a refund of the fees paid to Palo Alto Networks for that portion of the Unit 42 Services that did not comply with the warranty.
8. **Hardware and Software Deployment.** If the Unit 42 Services require the installation and use of any hardware and/or software, You shall facilitate the installation and maintenance thereof and shall provide physical space, electrical power, Internet connectivity and physical access as reasonably determined and communicated to You by Palo Alto Networks.
9. **Use of Other Palo Alto Networks Products/Services.** You acknowledge and agree that depending on the Unit 42 Services performed, Palo Alto Networks may use its own products and services, including but not limited to Cortex XDR, in the delivery of Unit 42 Services. If other Palo Alto Networks products and/or services are used in the provision of the Unit 42 Services stated herein, Your use of such products or services are subject to the End User Agreement located at https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf.
10. **Exclusions to Confidential Information.** Notwithstanding anything to the contrary in Section 3 (Confidentiality) of the PSA, You agree that for the purposes of the Unit 42 Services, Confidential Information also does not include, to the extent You are not identified in the information, (i) Threat Actor Data, and (ii) data derived from the Unit 42 Services and used in an aggregated manner ("Aggregated Data"). The parties agree that Palo Alto Networks may use Threat Actor Data and Aggregated Data for Palo Alto Networks' legitimate business purposes, including operating, providing, maintaining, developing, and improving security technologies and applicable services.
11. **Processing of personal data.** In the event the Unit 42 Services require processing of Your personal data, Palo Alto Networks Customer Data Processing Agreement at https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf shall apply.
12. All other terms and conditions in the PSA remain in full force and effect.