



## Enterprise Program (For Attached Subscriptions)

### 1. Description

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

### 2. Term

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

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

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

- i. DNS Security
- ii. GlobalProtect Gateway
- iii. Advanced URL Filtering (this subscription replaces PANDB URL Filtering in ELAs starting October 5, 2021).
- iv. Threat Prevention
- v. WildFire

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

b. At purchase and at re-purchase, Customer shall forecast additional hardware firewalls it expects to add during the Term, calculated based on the product list price (“**Incremental Hardware Value**”).

For 1-year Term/SKU	Customer may utilize the attached subscriptions on an unlimited number of hardware firewalls, so long as the new devices are (a) purchased during the Term; and (b) registered to Customer’s account within the Palo Alto Networks support portal.
For 3-year and 5-year Term/SKU (unless otherwise quoted)	Customer may utilize the attached subscriptions on all existing hardware firewall devices plus 120% of the Incremental Hardware Value (defined above), so long as the new devices are (a) purchased during the Term; and (b) registered to Customer’s account within the Palo Alto Networks support portal.

#### **4. Re-purchases**

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

- a. Customer's existing deployment of hardware firewalls; and
- b. Customer's incremental future needs for the new term.
- c. Any early renewal or recast of the Sub-ELA is subject to the then-current Sub-ELA terms. The customer will be given pro-rata credit for any prepaid unused Term of the existing Sub-ELA in the early renewal or recast quote and the new Sub-ELA shall be either a new 3 or 5 year term, unless otherwise quoted.

#### **5. True-Forward Reporting**

- a. For any over-use by Customer that exceeds 120% of the Incremental Hardware Value during the Term, Palo Alto Networks will provide a True-Forward Report. Customer shall have ten (10) business days from Customer's receipt of the True-Forward Report to review and confirm the contents of the True-Forward Report. If Customer does not notify Palo Alto Networks of a dispute of the True-Forward Report within ten (10) business days following Customer's receipt of the True-Forward Report, then it shall be deemed confirmed and Palo Alto Networks shall have the right to invoice the Customer directly or indirectly through an authorized reseller.
- b. In the event that the Customer elects to remove a specific list of Palo Alto Networks' hardware devices from the Sub-ELA coverage to comply with the 120% Incremental Hardware Value, Customer shall promptly, but in no event more than ten (10) business days after the receipt of the True-Forward report, provide Palo Alto Networks with a written notice along with a list of hardware devices by serial number to be removed from the Sub-ELA coverage. Upon confirmation of the removal of such identified devices and the customer remaining within the 120% of the Incremental Hardware Value, the invoice for the Add-On SKU will not be initiated.

#### **6. Add-on Subscriptions**

The add-on Subscriptions capability allows Sub-ELA customers to add subscription products, specifically IoT Security, Enterprise DLP, and SaaS Security, under a single license agreement for easy deployment and activation. Upon request, these add-on Subscriptions can be quoted with the net-new ELAs or as add-ons to existing ELAs during the Term.

When purchased, the structure follows the same terms as for the Sub- ELA. For example, SKUs for each add-on Subscription are organized in identical tiers as the Sub-ELA, with the pricing levels based on Customers' existing hardware estate combined with the projection for the duration of the Term. These add-on Subscriptions may be deployed on all devices during the Term, subject to any Incremental Device cap or limitation.

#### **7. Limitations**

- a. This Sub-ELA does not apply to:
  - i. hardware firewalls acquired via merger, acquisition, asset purchase, divestiture or the like during the Term;
  - ii. any divestiture of assets will not result in any credits or refunds to Customer, and the Sub-ELA shall not transfer with any hardware assets transferred as a result of a divestiture of assets;
  - iii. M-Series and WF-xxx hardware appliances; and
  - iv. software licenses including, but not limited to, AutoFocus, Cortex, Panorama central

management software, Prisma Access, Prisma Cloud, FW-Flex (formerly VM-series). Note that the purchase of this Sub-ELA does not modify any obligation pursuant to the [Palo Alto Networks End-of-Life Policy](#).

- b. Once a purchase order is accepted by Palo Alto Networks it is non-cancellable and non-refundable.

## **8. Compliance with Laws**

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

## **9. Conflict**

This Agreement supplements the terms of the Palo Alto Networks End User Agreement (or equivalent agreement) between Customer and Palo Alto Networks governing use of Palo Alto Networks products. In the event of a conflict, this Agreement shall take precedence, but only with respect to Customer's purchase of this Sub-ELA.