



## Enterprise Program (For Hardware Support)

### 1. Description

In conjunction with the use & deployment of Palo Alto Networks hardware firewalls, Palo Alto Networks has developed an Enterprise Program, a volume pricing arrangement which is valid for a specific period during which organizations may have unlimited access to support & maintenance. 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 Hardware Support (“**Agreement**”) are detailed below. Each Customer may choose between Platinum or Premium Support, but not a combination of both.

### 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 Hardware Support (“**ESA**”)

- a. When purchased, the ESA entitles Customer to support and maintenance for its entire estate of Palo Alto Networks hardware firewall products during the Term.
- b. Customer may select from a Platinum-level ESA or a Premium-level ESA, but not a combination of both.
- c. At first purchase and at re-purchase, Customer shall forecast the number of hardware firewalls it expects to add during the Term based on the list price (“**Incremental Hardware Value**”).
- d. If Customer purchases additional hardware firewalls during the Term, Palo Alto Networks shall provide support and maintenance for such additional firewalls at no additional charge, subject to the limits set forth in the table below.
- e. Depending on the purchase, ESA customers are covered by either Premium-level or Platinum-level Support for all hardware including M-Series and WF-XXX appliances. U.S. Government-level support program (“**USG**”) is available for Customers that qualify as U.S. Government entities, but only for Premium-level support. USG is not available at the Platinum level.

For 1-year Term/SKU	Customer is entitled to support and maintenance on an unlimited number of hardware firewall devices, as 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	Customer is entitled to support and maintenance on all existing hardware firewall devices plus 120% of the Incremental Devices (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-ESA, 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-ESA is subject to then current Sub-ESA terms. The customer will be given pro-rata credit for any prepaid unused Term of the existing Sub-ESA in the early renewal or recast quote and the new Sub-ESA 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-ESA 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-ESA 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. IMPORTANT: PALO ALTO NETWORKS 4-HOUR REPLACEMENT SERVICE (aka "4-HR RMA") IS NOT INCLUDED IN THE ESA PROGRAM.** 4-HR RMA is an optional service that Palo Alto Networks makes available to eligible customers. Eligibility depends upon whether the hardware firewall located at the Customer site sits within a specified range of a Palo Alto Networks service location. Eligibility must be determined, and the service sold, on a per-device basis. When covered, Palo Alto Networks will use commercially reasonable efforts to have replacement hardware delivered to Customer within four hours of issuance of an RMA. 4-HR RMA is not included in the ESA program, but if Customers require 4-HR RMA on eligible devices, then customers must purchase and pay for the service separately; it does not fall within the scope of the ESA program.

#### 7. Limitations

- a. This ESA does not apply to:
  - i. hardware firewalls acquired via merger, acquisition, asset purchase or the like during the Term;
  - ii. any divestiture of assets will not result in any credits or refunds to Customer, and the Sub-ESA shall not transfer with any hardware assets transferred as a result of a divestiture of assets;
  - iii. hardware managed by a third party outside of Customer's account (also known as "managed services") within the Palo Alto Networks support portal;
  - iv. hardware that Customer has designated to be supported by a third party (also known as "partner-enabled support");
  - v. inactive hardware that Customer has intentionally let lapse from support and chosen not to renew;

- vi. software licenses and subscriptions including, but not limited to Cortex, Panorama central management software, Prisma, Threat Prevention, Advanced URL Filtering (this subscription replaces PANDB URL Filtering in ELAs starting October 5, 2021), VM-Series, FW-Flex, and WildFire. Note that the purchase of any Enterprise Agreement does not modify any obligation pursuant to the Palo Alto Networks End-of-Life Policy.

## **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 ESA 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 ESA.