



MIGRATION TOOL AGREEMENT PLEASE READ CAREFULLY

THIS IS A LEGAL AGREEMENT BETWEEN YOU (REFERRED TO HEREIN AS “YOU” or “YOUR”) AND (A) PALO ALTO NETWORKS, INC., 3000 TANNERY WAY, SANTA CLARA, CA 95054, IF YOU ARE LOCATED IN NORTH OR LATIN AMERICA; OR (B) PALO ALTO NETWORKS (NETHERLANDS) B.V., OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM, IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA (“PALO ALTO NETWORKS”).

BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, OR OTHERWISE USING THE TOOL, YOU OR THE ENTITY YOU REPRESENT ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND TO THIS AGREEMENT. IF YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF THE ENTITY YOU REPRESENT, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL ITS TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE TOOL.

This Migration Tool Agreement (“**Agreement**”) governs Your rights and duties with respect to the Tool and any accompanying documentation (collectively, the “**Tool**”). Capitalized terms used in this Agreement are defined in Section 15 (Definitions).

1. License Grant.

Subject to the limitations and restrictions set forth herein, Palo Alto Networks grants You a revocable, non-exclusive, non-transferable, non-sublicensable, license to Execute the executable form of the Tool, solely for Your internal non-commercial business purposes, and only in connection with the operation of Palo Alto Networks products or services. Palo Alto Networks reserves all rights in the Tool not expressly granted to You in this Agreement.

2. Term.

The license granted under this Agreement remains in effect until terminated. This Agreement may be terminated by Palo Alto Networks at any time, for any reason, without prior written notice. You may terminate the Agreement at any time by destroying or deleting all copies of the Tool in Your possession or control. This Agreement and Your right to use the Tool will immediately terminate if You breach this Agreement. All sections of this Agreement pertaining to Palo Alto Networks’ proprietary rights, warranty disclaimers, limitation of liability, indemnification and use restrictions and prohibitions shall survive termination. Upon termination, You must cease using the Tool and You must promptly destroy or delete all copies of the Tool in Your possession or control.

3. No Sublicensing or Assignment.

You may not sublicense, transfer or assign, whether voluntarily or by operation of law, any right or license in or to the Tool. Any attempted sublicense, transfer or assignment shall be void.

4. No Rights or License Implied.

The Tool is licensed, not sold. Licenses or rights in the Tool not expressly granted in this Agreement shall not arise by implication or otherwise.

5. Use Restrictions and Prohibitions.

Except as expressly specified in this Agreement, You may not, nor allow any third party, directly or indirectly to:

- a. Copy (except in the course of loading or installing), modify or create derivative works based on the Tool, including but not limited to adding new features or otherwise making adaptations that alter the functioning of the Tool;
- b. Transfer, sublicense, lease, lend, rent or otherwise distribute the Tool to any third party;
- c. Make the functionality of the Tool available to multiple users through any means, including but not limited to by uploading the Tool to a network or file-sharing service or through any hosting, application services provider, service bureau, software-as-a-service (SaaS) or any other type of services;
- d. Disassemble, decompile or reverse engineer the Tool, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition; or
- e. Use or allow the use of the Tool in violation of any applicable law or regulation or to support or facilitate any illegal activity.

6. Ownership.

Palo Alto Networks and Palo Alto Networks' licensors, respectively, retain exclusive ownership of all right, title, and interest of all intellectual property in and to the Tool, including all copies and derivative works made by Palo Alto Networks. Nothing in this Agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in the Tool. You will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the Tool.

7. Support.

Palo Alto Networks will not provide any support to the Tool.

8. Confidentiality.

The parties agree that the Tool is the confidential property of Palo Alto Networks ("Confidential Information"). The Tool, including but not limited to scripts, libraries, or binary files are the Confidential Information of Palo Alto Networks and its licensors. As such, You shall exercise all reasonable commercial efforts to maintain the Confidential Information in confidence, which at a minimum includes restricting access to the Confidential Information to employees and contractors having a need to use the Confidential Information solely for Your internal business purpose.

9. Indemnification.

You will defend, indemnify, and hold harmless Palo Alto Networks, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against

any losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning: (a) misuse or unauthorized use of the Tool or the use of the Tool outside the scope of use identified in this Agreement or documentation; (b) any modification of the Tool; or (c) breach of this Agreement or violation of applicable law.

10. Warranty, Disclaimer of Warranty, Limitation of Liability.

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOOL IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. PALO ALTO NETWORKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PALO ALTO NETWORKS OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. PALO ALTO NETWORKS MAKES NO WARRANTY THAT THE TOOL WILL MEET YOUR REQUIREMENTS OR THAT THE RESULTS OBTAINED FROM YOUR USE OF THE TOOL WILL BE ERROR-FREE. PALO ALTO NETWORKS MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY RESULTS OBTAINED FROM YOUR USE OF THE TOOL.

- b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PALO ALTO NETWORKS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE TOOL, EVEN IF PALO ALTO NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. U.S. Government End Users.

This section applies to United States Government end users only and does not apply to any other end users. The Tool and its documentation are "commercial computer software" and "commercial computer software documentation," respectively; as such terms are used in FAR 12.212 and DFARS 227.7202. If the Tool and its documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the software and its documentation shall be as specified in this Agreement.

12. Export Compliance.

You agree to comply fully with all applicable export control laws and regulations to ensure that neither the Tool nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. You further agree that You will not engage in any illegal activity, and You



acknowledge that Palo Alto Networks reserves the right to notify appropriate law enforcement in the event of such illegal activity.

13. **Notification.**

All notices shall be in writing and will be given (a) by Palo Alto Networks via email (in each case to the address that you provide); or (b) by You via certified mail or by overnight delivery service sent to the address published on Palo Alto Networks' website.

14. **General.**

If You are 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, California, or the Northern District of California, as applicable. If You are located outside North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively before the District Court of Amsterdam, the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The failure by Palo Alto Networks to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. If any provision of this Agreement is held to be unenforceable or invalid, then 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, unless You and Palo Alto Networks have executed a separate agreement.

15. **Definitions.**

"Agreement" means this Migration Tool Agreement.

"Confidential Information" is as defined in Section 8, above.

"Execute" means to load, install, and run the Tool in order to benefit from its functionality as designed by Palo Alto Networks.

"Tool" means the specific software files downloaded by You from a Palo Alto Networks designated site and includes (a) machine readable instruction and data; (b) scripts, libraries and binary files; and (c) associated documentation.

"You or Your" means the individual, other legal entity, or other business, governmental or not-for-profit organization (but excluding any parent, subsidiary or other affiliate of any of the foregoing) that (a) is the original end user recipient of a license to the Tool from Palo Alto Networks; (b) accepts the terms of this Agreement; and (c) has registered by name with Palo Alto Networks as end user of the Tool.