



## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (“PSA”) IS A LEGAL AGREEMENT BETWEEN YOU (REFERRED TO HEREIN AS “YOU” or “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 (“PALO ALTO NETWORKS”). THIS PSA GOVERNS THE PROFESSIONAL SERVICES PERFORMED BY PALO ALTO NETWORKS PURSUANT TO A SIGNED STATEMENT OF WORK OR SERVICE DESCRIPTION. BY SIGNING THE SOW OR BY ISSUING A PURCHASE ORDER FOR SERVICES DESCRIBED IN A SERVICE DESCRIPTION, YOU ACCEPT THE TERMS OF THIS PSA (UNLESS A SEPARATE AGREEMENT HAS BEEN IDENTIFIED IN AN SOW AS THE GOVERNING DOCUMENT).

### **1. SERVICES**

a. From time to time, Palo Alto Networks may prepare a statement of work (“Statement of Work” or “SOW”) or provide a service description (“Service Description” or “SD”) to perform certain services (“Services”) described in such SOW or SD in connection with Your use of Palo Alto Networks network security products. Upon execution by both You and Palo Alto Networks of an SOW, or Palo Alto Networks’ acceptance of a purchase order, Palo Alto Networks’ employees and/or contractors or subcontractors shall perform the Services in accordance with this PSA and with any specifications, performance schedule, acceptance and completion criteria, and other requirements as identified in the SOW or SD. Palo Alto Networks will be responsible for the actions of its employees, contractors and subcontractors under this PSA.

b. Service Description. For certain Palo Alto Networks Services, the Services are described in a Service Description, and a signed SOW is not required. By submitting a purchase order for the Services described in an SD, You agree to be bound by the terms of the SD and this PSA. The term of the Services shall begin upon acceptance of the purchase order by Palo Alto Networks and shall continue for a period of six months.

### **2. PAYMENT AND TAXES (Section 2 does not apply to You if You purchased Services from an authorized distributor or reseller)**

a. Fees for the Services will be due net thirty (30) days from invoice date. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest at the highest rate permissible by applicable law. Palo Alto Networks reserves the right to assign its right to receive payments hereunder to a third party with notice but without your consent. For purposes of such assignment, such third party shall be considered a third-party beneficiary of the payment obligation under this PSA. All fees are non-refundable unless otherwise specified.

b. Taxes. Prices quoted are exclusive of all sales, use, value-added, good and services, withholding and other taxes or duties. You will pay or self-assess all taxes and duties assessed in connection with this PSA and its performance, except for taxes payable on Palo Alto Networks’ net income. To the extent that any amounts payable by You are subject to withholding taxes, the amount payable shall be grossed up such that the amount paid to Palo Alto

Networks net of withholding taxes equals the amount invoiced by Palo Alto Networks. If You pay any withholding

taxes based on payments made by You to Palo Alto Networks hereunder, You will furnish Palo Alto Networks with written documentation of all such tax payments, including receipts and other customary documentation, to demonstrate to the relevant tax authorities that you have paid such taxes. If applicable, You shall also provide Palo Alto Networks with appropriate VAT/GST registration numbers and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any tax or duties. You agree to indemnify Palo Alto Networks from liabilities, damage, costs, fees and expenses, arising out of or resulting from any third-party claims based on or otherwise attributable to Your breach of this section 2.b. If you are located in Australia, the terms and conditions in this section 2 shall be binding between You and Palo Alto Networks (Australia) Pty Ltd.

### **3. CONFIDENTIAL INFORMATION**

The parties acknowledge that by reason of their relationship under this PSA, they may have access to and acquire confidential and proprietary information of the other party (“Confidential Information”). Each party receiving Confidential Information (the “Receiving Party”) agrees to maintain all such Confidential Information received from the other Party (the “Disclosing Party”), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of this PSA to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this PSA. Notwithstanding the foregoing, the obligations set forth herein shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was lawfully in the Receiving Party’s possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the Receiving Party without resort to the Confidential Information; or (v) is required by law or judicial order to be disclosed, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with the Disclosing Party's efforts to secure such a protective order or other legal remedy to prevent the disclosure.

### **4. YOUR DATA**

The Services do not require to extract from Your systems or process any data or personal data. Professional Services resources may access Your systems and Your data exclusively under Your supervision and in compliance with Your policies.

Our Professional Services resources are bound by confidentiality and all Professional Services resources assigned to perform the Services have successfully completed background verifications. Such background checks, at a minimum: (i) are conducted by a reputable, commercially recognized background check or investigative agency in compliance with all applicable laws and (ii) include a federal and county criminal conviction check in the county of residence, employment, work, and school in the previous seven (7) years for felony and misdemeanor convictions, pending charges, and outstanding warrants (or the equivalent thereof if international personnel).

### **5. SUBCONTRACTORS**

Palo Alto Networks may use subcontractors to perform the Services. In the event a subcontractor is engaged, Palo

Alto Networks will (a) impose appropriate contractual obligations upon such subcontractor that are no less protective than this PSA or confirm that the Subcontractor is under appropriate statutory obligation of confidentiality; and (b) remain responsible for subcontractor's compliance with this PSA and for any acts or omissions of the subcontractor that cause Palo Alto Networks to breach any of its obligations under this PSA.

## **6. INTELLECTUAL PROPERTY OWNERSHIP**

With the exception of Your underlying and pre-existing intellectual property used to create the Deliverables (as defined below), Palo Alto Networks will own all right, title and interest in and to the Deliverables. The term "Deliverables" shall mean any deliverables created by Palo Alto Networks during the performance of the Services, whether published or unpublished. Palo Alto Networks hereby grants to You and Your Affiliates (defined below) a perpetual, revocable, worldwide, royalty-free, non-exclusive, 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 Services. For purposes of this PSA, the term "Affiliates" shall mean any entity that Controls, or is Controlled by, or is under common Control with You, where "Control" means ownership, directly or indirectly, of fifty percent (50%) or more of the voting interest.

## **7. WARRANTY AND DISCLAIMERS**

a. Palo Alto Networks Warranty. Palo Alto Networks warrants that the Services performed under this PSA shall be performed by competent personnel in a professional manner pursuant to industry standards.

b. **Disclaimers.** EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES PERFORMED AND ANY ITEMS FURNISHED UNDER THIS PSA, INCLUDING, BUT NOT LIMITED TO, DATA, REPORTS, DOCUMENTATION, DELIVERABLES, HARDWARE AND SOFTWARE OF ANY KIND, AND ANY RECOMMENDATIONS OR CONCLUSIONS CONTAINED THEREIN, ARE PROVIDED "AS IS". PALO ALTO NETWORKS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES WILL RENDER YOUR NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS, OR OTHER SECURITY BREACHES. PALO ALTO NETWORKS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

## **8. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT SHALL PALO ALTO NETWORKS BE LIABLE FOR ANY SPECIAL, INDIRECT, 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, SERVICES OR OTHER GOODS), ARISING OUT OF OR RELATING TO THIS PSA, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT PALO ALTO NETWORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS; AND (B) IN NO EVENT SHALL PALO ALTO NETWORKS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS PSA AND APPLICABLE SOW(S) or SD(S), FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED

THE TOTAL PAYMENTS ACTUALLY MADE TO PALO ALTO NETWORKS FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING FROM BREACH OF CONFIDENTIALITY, INTELLECTUAL PROPERTY INDEMNIFICATION, DEATH OR BODILY INJURY.

You agree that the foregoing limitations of liability constitute a material inducement for Palo Alto Networks to enter into this PSA and that the purchase price and fees charged would be substantially higher without such limitations.

## 9. INDEMNIFICATION

**a. Mutual Indemnification.** Each Party (the “Indemnitor”) shall indemnify, defend and hold harmless the other Party (the “Indemnitee”) and its officers, directors, employees, agents, subsidiaries and Affiliates from and against any and all third party claims, demands, lawsuits, causes of action, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising from or related to bodily injury, death or damage to real or tangible personal property to the extent directly caused by the Indemnitor’s willful misconduct or grossly negligent acts or omissions.

**b. Intellectual Property Indemnification.** Palo Alto Networks will defend, at its expense, any third-party action or suit brought against You alleging that the Services or Deliverables infringe or misappropriate such third party’s patent, copyright, trademark, or trade secret (a “**Claim**”), and Palo Alto Networks will pay any damages awarded in final judgment against You or agreed to in settlement by Palo Alto Networks that are attributable to any such Claim; provided that You: (i) promptly notify Palo Alto Networks in writing of the Claim; (ii) give Palo Alto Networks sole control of the defense and settlement of the Claim; and (iii) give Palo Alto Networks, at Palo Alto Networks’ expense, all information and assistance reasonably requested for the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that You enter into without Palo Alto Networks’ prior written consent.

**c. Remedy.** If the Services or Deliverables become, or in Palo Alto Networks’ opinion are likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense: (i) procure the right for You to continue using the Services or Deliverables; (ii) replace or modify the Services or Deliverables; or (iv) if options (i) and (ii) cannot be accomplished despite Palo Alto Networks’ reasonable efforts, then Palo Alto Networks will pay You a pro-rated refund commensurate with the Services not delivered.

**d. THE FOREGOING TERMS STATE PALO ALTO NETWORKS’ SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.**

**e. Exceptions.** Palo Alto Networks’ obligations under Section 9.b shall not apply to the extent any Claim results from or is based on (i) modifications to the Services or Deliverables made by a party other than Palo Alto Networks or its designee; (ii) the combination, operation, or use of the Services or Deliverables with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such combination, operation or use; (iii) Palo Alto Networks’ compliance with your explicit or written designs, specifications or instructions; or (iv) use of the Services or Deliverables not in accordance with Palo Alto Networks’ recommended settings.

## 10. TERM AND TERMINATION

**Term.** This PSA commences on the effective date of the SOW or SD and, unless terminated earlier in accordance with the terms of this PSA, will remain in effect for the term of the SOW or SD.

a. **Termination for Cause.** In the event of a material breach of this PSA, the non-breaching Party may terminate this PSA if such breach is not cured within thirty (30) days after written notice thereof.

b. **Effect of Termination.** Upon the effective date of termination, Palo Alto Networks shall inform You of the extent to which Palo Alto Networks' performance is completed through such date. At the same time, Palo Alto Networks shall deliver to You whatever portion of the Deliverables have been completed.

## 11. GENERAL

a. **Assignment.** You may not assign or transfer this PSA, in whole or in part, by operation of law or otherwise, without Palo Alto Networks' express prior consent. Any attempt to assign or transfer this PSA, without such consent, will be null and of no effect. For purposes of this PSA, a change of control will be deemed to be an assignment. Subject to the foregoing, this PSA will bind and inure to the benefit of each party's permitted successors and assigns.

b. **Governing Law.** If you are located in North or Latin America, this PSA 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 PSA 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 PSA 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 EULA 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.

c. **Cumulative Remedies.** Except as expressly set forth in this PSA, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this PSA or otherwise.

d. **Notices.** All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

e. **Insurance.** At its own expense, Palo Alto Networks shall continuously maintain in full force and effect commercial general liability, auto liability, worker's compensation, professional liability/errors & omissions, and employee dishonesty insurance coverages in amounts that are standard in the industry (at least \$1,000,000 per occurrence, \$2,000,000 in the aggregate). Upon request, Palo Alto Networks shall provide evidence of such coverage to You and shall name You, Your subsidiaries, officers, directors and employees as additional insured on the commercial general liability policy, but only to the extent of liabilities arising from Palo Alto Networks' obligations under this PSA.

f. **Force Majeure.** Neither party will be responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to an earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond its reasonable control.

g. **Relationship of and Within the Parties.** The parties are independent contractors and this PSA will not establish any partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the other party or to incur any obligations on its behalf, without the other party's prior

consent. In order to meet its obligations herein, each party may engage personnel resources whether they are employees, consultants, or subcontractors, so long as such party is fully and directly responsible for all such resources.

**h. Compliance with Laws; Export Control.** Each party shall comply with all applicable laws in connection with this PSA. Each party further agrees that it will not engage in any illegal activity in any relevant jurisdiction, and acknowledges that Palo Alto Networks reserves the right to notify its customers or appropriate law enforcement in the event of such illegal activity. Both parties shall comply with the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Services, Deliverables and any technical data related thereto is not exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by such laws and regulations.

**i. Compliance with Foreign Corrupt Practices Act.** Neither You, Your Affiliates, nor any officer, director, employee, subsidiary, affiliate, agent, representative or other person working on behalf of You or Your Affiliates, in connection with this PSA, will violate any anti-corruption or anti-bribery laws, statutes and regulations of any country, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and the UK Bribery Act 2010. You and Your Affiliates warrant that You will not engage in any bribery, extortion, kickbacks, or other unlawful or improper means of conducting business. You and Your Affiliates warrant and covenant that Your respective officers, directors, employees, agents and representatives have not violated, and will strictly comply with, the anti-corruption or anti-bribery laws, statutes and regulations of any country including, but not limited to, the FCPA, which makes it unlawful to offer, pay, promise to pay, or authorize the payment of any money, or to offer, give, promise to give, or authorize the giving of anything of value, directly or indirectly, inter alia to a Covered Recipient (defined herein) for a Prohibited Purpose (defined herein). For purposes hereof, "Covered Recipient" means a foreign official (including employees of government-owned or controlled entities), foreign political party (including any official thereof), official or employee of an international public organization, or candidate for foreign political office; and "Prohibited Purpose" means assisting a Party to obtain or retain business for or with, or to direct business to, any person, by: (i) influencing any act or decision of a Covered Recipient in such Covered Recipient's official capacity; (ii) inducing a Covered Recipient to do or omit to do any act in violation of such Covered Recipient's lawful duty; (iii) securing any improper advantage; or (iv) inducing a Covered Recipient to use such Covered Recipient's influence with a foreign government (or instrumentality thereof) to affect or influence any act or decision of such government (or instrumentality thereof), including entities that are government-owned or controlled. You and Your Affiliates further agree that You will not create or submit any false, inaccurate, or misleading invoices or other business documents related to this PSA. You and Your Affiliates will permit, upon request, Palo Alto Networks reasonable access to Your and Your Affiliates books and records and/or to conduct periodic or ad hoc audits, as Palo Alto Networks deems necessary related to compliance with laws, including but not limited to, anti-corruption and anti-bribery laws. Upon request, You and Your Affiliates agree to provide Palo Alto Networks with anti-corruption/anti-bribery/FCPA certifications.

**j. Waiver and Severability.** The failure by either party to enforce any provision of this PSA will not constitute a waiver of future enforcement of that or any other provision. Any waiver or amendment of any provision of this PSA will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this PSA 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.

k. **Equitable Relief.** You acknowledge that any breach of Your obligations under this PSA with respect to the proprietary rights or Confidential Information of Palo Alto Networks will cause Palo Alto Networks irreparable injury and significant injury for which there are inadequate remedies at law. Accordingly, Palo Alto Networks will be entitled to obtain immediate equitable relief to enjoin any such breach, in addition to all other rights and remedies that it may have under this PSA, at law or otherwise.

l. **Entire Agreement.** This PSA along with the applicable SOW constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings and communications between the parties with respect to the subject matter hereof. Any terms or conditions contained in Your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this PSA are hereby rejected by Palo Alto Networks and will be deemed null.

m. **No Solicitation.** You will not knowingly solicit for employment any employee, or representative of Palo Alto Networks who performs the Services hereunder during the term of this PSA and for a period of one (1) year thereafter, without the prior written consent of Palo Alto Networks.

n. **Survival.** Sections regarding license restrictions, ownership, term and termination, limitations of liability, governing law, and this General section shall survive termination or expiration of this PSA.