

End User Agreement for the Internet2 NET+ Program

This End User Agreement (“**Agreement**”) is made and entered into as of the effective date of the first Product on the Reseller Service Order (“**Effective Date**”) in connection with the offering facilitated by the Internet2 NET+ Program (the “**Internet2 NET+ Program**”) by and between:

Customer Name Listed on the RSO (“**Customer**”, “**You**,” or “**Your**”)

and,

If Customer is located in North America or Latin America:

Palo Alto Networks, Inc. and its Affiliates
3000 Tannery Way, Santa Clara
California 95054, United States

If Customer is located in any other country:

Palo Alto Networks (Netherlands) B.V. and its Affiliates
De Entree 99-197, Oval Tower, 5th Floor
1101 HE Amsterdam, the Netherlands

(collectively, "**Palo Alto Networks**")

Palo Alto Networks and Customer may also be referred to herein individually as a “**Party**” or collectively as the “**Parties**” throughout this Agreement.

The Parties hereby agree as follows.

THIS AGREEMENT GOVERNS THE USE OF PALO ALTO NETWORKS PRODUCTS INCLUDING SAAS, CLOUD-DELIVERED SECURITY SERVICES, HARDWARE AND SOFTWARE. PRODUCT BRANDS INCLUDE, BUT ARE NOT LIMITED TO, CORTEX, DEMISTO, TWISTLOCK, PRISMA, AND ZINGBOX.

BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING PALO ALTO NETWORKS PRODUCTS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND TO THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL ITS TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCT. THIS AGREEMENT GOVERNS YOUR USE OF PALO ALTO NETWORKS PRODUCTS HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION THROUGH AN AUTHORIZED DISTRIBUTOR, RESELLER, ONLINE APP STORE, OR MARKETPLACE. MAINTENANCE AND SUPPORT SERVICES ARE GOVERNED BY THE END USER SUPPORT AGREEMENT FOUND AT www.paloaltonetworks.com/legal/eusa WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

If there is a conflict between the terms set forth in this Agreement and equivalent terms under any other agreement, license or policy between Customer and Palo Alto Networks, the terms of this Agreement will prevail and govern unless Customer and Palo Alto Networks have explicitly agreed otherwise; for the avoidance of doubt if the Customer and Palo Alto Networks have previously negotiated an end user agreement and have referenced such agreement in the ordering documents, then that end user agreement will constitute an explicit agreement. Notwithstanding to previous sentence, to the extent that the Parties enter into a BAA (as set forth in Section Section 12h), the terms governing data security and privacy set forth in such BAA will prevail and govern if there is a conflict between such terms and equivalent or similar terms under this Agreement. If and only if Palo Alto Networks has agreed to a state law based modification to the Reseller Service Order in accordance with Section 11 of the Reseller Service Order, then such separate writing will modify this Agreement and any Agreement referenced herein. The Parties agree that this order of priority applies notwithstanding any conflicting provision in an Enterprise Agreement.

In all events, Governing Law as set forth in this Agreement will apply, regardless of any conflict of terms and notwithstanding any contractadictory statement of order of priority or control.

If you use a Product for proof of concept, beta testing, trial, evaluation or other similar purpose (“**Evaluations**”), you may do so for 30 days only unless Palo Alto Networks issues an extension. Palo Alto Networks reserves the right to terminate Evaluations at any time. For Evaluations, only Sections 1, 2, 3, 8, 10, 11, 12, and 13 of this Agreement shall apply because Evaluations are provided “AS IS”. ONLY TO THE EXTENT PERMITTED BY APPLICABLE STATE LAW, PALO ALTO NETWORKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. DEFINITIONS

“**Affiliate**” means any entity that Controls, is Controlled by, or is under common Control with Customer or Palo Alto Networks, as applicable, where “Control” means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

“**End User Data**” means data that may be accessed, transmitted by, processed by, or collected by Products during the relationship governed by this Agreement, in the form of logs, session data, telemetry, user data, usage data, threat intelligence data, and copies of potentially malicious files detected by the Product. End User Data may include confidential data and personal data, such as source and destination IP addresses, active directory information, file applications, URLs, file names, and file content.

“**Enterprise Agreement**” means a volume licensing arrangement, valid for a specified term, during which Customer may access certain Software, Subscriptions, and/or related technical support. Enterprise Agreements are subject to additional terms and conditions found [here](https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/enterprise-agreements.pdf) (https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/enterprise-agreements.pdf).

“**Governing Law**” means, if Customer is an institution of higher education, the law of the state in which Customer’s main campus is located. If Customer is not an institution of higher education, “Governing Law” means the state where Customer’s principal place of business is located.

“**Hardware**” means hardware-based products listed on Palo Alto Networks’ then-current price list or supplied by Palo Alto Networks regardless of whether a fee is charged for such hardware.

“**Product**” means, collectively, Hardware, Software, Subscription, or any combination thereof, regardless of whether or not procured under an Enterprise Agreement.

“**Published Specifications**” mean the user manual and other corresponding material published by Palo Alto Networks and customarily made available to Customers of the applicable Product.

“**Security Incident**” means any unauthorized access to any End User Data stored on Palo Alto Networks’ equipment or in Palo Alto Networks’ facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of End User Data that compromises the privacy, security or confidentiality of such End User Data.

“**Software**” means any software embedded in Hardware and any standalone software that is provided without Hardware, including updates, regardless of whether a fee is charged for the use of such software.

“**Subscription**” means Software-as-a-Service and cloud-delivered security services, including updates, provided by Palo Alto Networks including, but not limited to, Cortex, Demisto, Prisma, Threat Prevention, URL Filtering, WildFire, regardless of whether a fee is charged for its use. Technical support, customer success plans, and professional services are not considered Subscriptions under this Agreement.

2. USE AND RESTRICTIONS

a. Software Use Grant

This Section 2.a applies to Software only. Subject to your compliance with this Agreement, Palo Alto Networks grants you a limited, non-exclusive right to use the Software:

- i. in accordance with Published Specifications for the Product;
 - ii. solely within the scope of the license purchased (e.g, number of users);
 - iii. solely for your internal use), unless agreed otherwise in a separate written contract with Palo Alto Networks;
- and
- iv. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this Agreement.

All other rights in the Software are expressly reserved by Palo Alto Networks.

b. Access to Subscriptions

This Section 2.b applies to Subscriptions only. During the term of the Subscriptions purchased, Palo Alto Networks will use commercially reasonable efforts to make them available 24 hours a day, 7 days a week except for published downtime or any unavailability caused by circumstances beyond our control including, but not limited to, a force majeure event described in Section 13.g below. Palo Alto Networks grants you a non-exclusive right to access and use the Subscriptions:

- i. in accordance with Published Specifications for the Product;
 - ii. solely within the usage capacity purchased (e.g., number of workloads);
 - iii. solely for your internal use unless agreed otherwise in a separate written contract with Palo Alto Networks;
- and
- iv. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this Agreement.

All other rights to the Subscriptions are expressly reserved by Palo Alto Networks.

c. Use Restrictions

You shall not:

- i. Use any Product that is procured under a Lab or NFR (not for resale) SKU in a production environment.

- ii. Use the Products beyond the scope of the license and/or capacity purchased;
- iii. Modify, translate, adapt or create derivative works from the Products, in whole or in part;
- iv. disassemble, decompile, reverse engineer or otherwise attempt to derive the source code, methodology, analysis, or results of the Products, in whole or in part, unless expressly permitted by applicable law in the jurisdiction of use despite this prohibition;
- v. Remove, modify, or conceal any product identification, copyright, proprietary or intellectual property notices or other such marks on or within the Product;
- vi. Disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that you (or a third-party contracted by you) run on the Products, in whole or in part;
- vii. Transfer, sublicense, or assign your rights under this Agreement to any other person or entity except as expressly provided in Section 2.d below, unless expressly authorized by Palo Alto Networks in writing;
- viii. Sell, resell, transfer the Products except in accordance with [Palo Alto Networks license transfer procedure \(https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html\)](https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html);
- ix. Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Palo Alto Networks in writing;
- x. Duplicate the Software, its methodology, analysis, or results unless specifically permitted in accordance with Published Specifications for such Software or for the specific purpose of making a reasonable number of archival or backup copies, and provided in both cases that you reproduce in the copies the copyright and other proprietary notices or markings that appear on the original copy of the Software as delivered to you;
- xi. Use the Subscriptions to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights, subject to any exceptions or safe harbors afforded to educational uses;
- xii. Use the Subscriptions in any manner not authorized by the Published Specifications for the Product;
- xiii. Interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Subscriptions, their related systems or networks, or any third-party data contained therein; or
- xiv. Provide access to or otherwise make the Products or the functionality of the Products available to any third party through any means, including without limitation, by uploading the Software to a network or file-sharing service or through any hosting, managed services provider, service bureau or other type of service unless specifically permitted by the Published Specifications or agreed otherwise in a separate managed services agreement with Palo Alto Networks.

If Palo Alto Networks is aware of a breach or alleged breach of this Section 2, it will use commercially reasonable efforts to notify Customer of such breach or alleged breach so that Customer may promptly remediate the situation.

d. Affiliates

If you purchase Product for use by your Affiliate, you shall:

- i. provide the Affiliate with a copy of this Agreement;
- ii. ensure that the Affiliate complies with the terms and conditions therein; and
- iii. be responsible and liable for any breach of this Agreement by such Affiliate (unless and until such Affiliate has entered into its own agreement with Palo Alto Networks)
- iv. Such use by Affiliates would constitute “internal use” as set forth above in this Section 2.

e. Authentication Credentials and Security Incidents

You shall use commercially reasonable efforts to keep accounts and authentication credentials providing access to Products secure and confidential. You must notify Palo Alto Networks without undue delay about any material misuse of your accounts or authentication credentials or of any Security Incident you become aware of.

f. Payments

Palo Alto Networks agrees that a payment in full by Customer to the applicable Reseller will constitute payment in full and payment satisfaction for Customer to receive and access the Products under this Agreement and/or the applicable Reseller Service Order, regardless of when or how the applicable Reseller forwards requisite payments to Provider.

3. OWNERSHIP

Palo Alto Networks and its suppliers retain all rights to intellectual and intangible property relating to the Product, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other intellectual property rights therein unless otherwise indicated. You shall not delete or alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Product. Palo Alto Networks agrees that Customer's seals, trademarks, logos, service marks, trade names, and the fact that Customer has a presence on one of Palo Alto Networks's websites, the Internet2 NET+ Program website in connection with its use of Palo Alto Networks Products or uses the Products, will not be used by Palo Alto Networks in such a manner as to state or imply that the Products are endorsed, sponsored or recommended by Customer or are considered by Customer to be superior to any other products or services without prior approval from Customer or by other relevant government authority. Palo Alto Networks agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on Palo Alto Networks's homepage or elsewhere on one of Palo Alto Networks's hosted sites unless written permission to do so has been granted by Customer. Notwithstanding the foregoing, Customer hereby agrees that Palo Alto Networks may list Customer's name in a publicly available customer list on its website or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third-party customer name. This Section 3 will be interpreted to have priority over any conflicting language in any Palo Alto Networks policy or Service Schedule. In no event will Palo Alto Networks or its Affiliates have the right to use Customer's seals, trademarks, logos, service marks, trade names, except with Customer's express written consent.

Subject to the above paragraph, to the extent you provide any suggestions or comments related to the Products, Palo Alto Networks shall have a non-exclusive right to retain and use any such suggestions or comments in current or future products or subscriptions, without compensation to you.

4. Reserved.

5. THIRD-PARTY PRODUCTS AND SERVICES

Through its Cortex Hub security operating platform, Palo Alto Networks may make available to you third-party products or services ("**third-party apps**") which contain features designed to interoperate with our Products. To use such features, you must obtain access to such third-party apps from their respective providers. All third-party apps are optional and if you choose to utilize such third-party apps:

- i. all governing terms and conditions, including data processing terms, shall be entered into between you and the applicable app provider;
- ii. you may be required to grant Palo Alto Networks access to your account on such third-party apps; and
- iii. you instruct Palo Alto Networks to allow the app provider to access your data as required for the interoperation with our Products.

In the event the operation of the third-party app requires the processing of personal data to which the General Data Protection Regulation (“GDPR”) applies in a country that does not provide adequate data protection safeguards, then you and the app provider will put in place an adequate data transfer mechanism as set out in Arts. 46 or 47 of the GDPR, including executing appropriate Standard Contractual Clauses, as needed. Palo Alto Networks shall not be responsible for any disclosure, modification, or deletion of your data resulting from access by such app providers. App providers do not operate as sub-processors to Palo Alto Networks, as that term is defined in the GDPR. Palo Alto Networks is not liable for and does not warrant or support any such third-party apps, whether or not they are designated as “Palo Alto Networks-certified” or otherwise. Similarly, Palo Alto Networks cannot guarantee the continued availability of such third-party apps, and may block access to such third-party apps without entitling you to any refund, credit, or other compensation, if for example the provider of the third-party app ceases to provision its product or service at a level that is acceptable to Palo Alto Networks.

6. TERM; TERMINATION; AND EFFECT OF TERMINATION

- a. This Agreement is effective until terminated or, as applicable, in accordance with the term of your Subscription. The term of this Agreement shall continue as long as you are using any Product under the Reseller Service Order.
- b. You may terminate this Agreement at any time by notifying Palo Alto Networks. Palo Alto Networks may terminate this Agreement at any time in the event you breach any material term and fail to cure such breach within thirty (30) days following written notice specifying in reasonable detail the alleged material breach.
- c. Upon termination, you shall immediately cease using the Product; provided however that if functionality is needed to transfer Customer’s data in connection with a termination and Palo Alto Network has not alleged that Customer breached this Agreement, Palo Alto Networks will use commercially reasonable efforts to allow continued access to such functionality at Customer’s reasonable request, and subject to mutually agreed upon rates and terms.

7. WARRANTY, EXCLUSIONS AND DISCLAIMERS

a. Warranty

Palo Alto Networks warrants that:

- i. Hardware (including Software embedded within) shall be free from defects in material and workmanship for one (1) year from the date of shipment;
- ii. standalone Software will substantially conform to Palo Alto Networks’ Published Specifications for three (3) months from fulfillment; and
- iii. the Subscriptions shall perform materially to Published Specifications for the Product.

As your sole and exclusive remedy for a breach of the warranty set forth in this [Section 7a](#) and Palo Alto Networks’ and its suppliers’ sole and exclusive liability for breach of the warranty in this [Section 7a](#), Palo Alto Networks shall, at its option and expense, repair or replace the Hardware or correct the Software or the Subscriptions, as applicable. All warranty claims must be made on or before the expiration of the warranty period specified herein, if any. Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for your or any third party’s software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty or not. You will pay the shipping costs for return of Products to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for repaired or replaced Products back to you.

b. Exclusions

The warranty set forth above shall not apply if the failure of the Product results from or is otherwise attributable to:

- i. repair, maintenance or modification of the Product by persons other than Palo Alto Networks or its designee;
- ii. accident, negligence, abuse or misuse of a Product;
- iii. use of the Product other than in accordance with Published Specifications;
- iv. improper installation or site preparation or your failure to comply with environmental and storage requirements set forth in the Published Specifications including, without limitation, temperature or humidity ranges; or
- v. causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage.

c. Disclaimers

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED “AS IS”. PALO ALTO NETWORKS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PALO ALTO NETWORKS DOES NOT WARRANT THAT (I) THE PRODUCTS WILL MEET YOUR REQUIREMENTS, (II) THE USE OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR (III) THE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.

8. Representations:

Palo Alto Networks represents and warrants to Customer that:

- a. Palo Alto Networks is an “Equal Opportunity Employer”;
- b. Palo Alto Networks is not and will not be delinquent on the payment of any undisputed taxes due to any state in the United States or country or jurisdiction in which Customer is located if such delinquency may harm Customer or may materially impact Palo Alto Networks’ ability to comply with one or more of its obligations under this Agreement;
- c. Palo Alto Networks has not been barred in any jurisdiction from contracting as a result of a conviction for bid-rigging or bid rotating or as a result of a conviction or admission of bribery or attempted bribery;
- d. no officer, director, partner or other managerial agent of Palo Alto Networks has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws within five (5) years from the date hereof; and
- e. Palo Alto Networks is undertaking efforts to attain conformance for its products with all federal disability laws, including Section 508 of the Rehabilitation Act, and will also remain in conformance with Level AA of the W3C Web Content Accessibility Guidelines 2.0.

Palo Alto Networks agrees that as it prepares future releases of Products to be included in the Internet2 NET+ Program, it will consider conformance with all federal disability laws and if Customer provides Palo Alto Networks written notice that aspects of Palo Alto Networks’ accessibility documentation may no longer be accurate or up to date, or that Products are no longer in compliance with applicable laws, then Palo Alto shall promptly coordinate with Internet2 and/or Customer in good faith to reach a resolution. If Palo Alto is unable or unwilling to promptly correct such issues, then Customer may terminate this Agreement and the Reseller Service Order without penalty.

9. LIMITATION OF LIABILITY

a. Disclaimer of Indirect Damages

To the fullest extent permitted by applicable law, in no event shall either Party or Palo Alto Networks suppliers be liable for any special, indirect, incidental, punitive, exemplary or consequential damages of any kind (including but not limited to loss of business, data, profits, or use or for the cost of procuring substitute products, services or other goods), arising out of or relating to this Agreement, regardless of the theory of liability and whether or not each party was advised of the possibility of such damage or loss.

b. Direct Damages

To the fullest extent permitted by applicable law, in no event shall the total liability of either Party or Palo Alto Networks suppliers, from all claims or causes of action and under all theories of liability arising out of or relating to this Agreement, exceed the greater of one million United States dollars or the total amount you paid for all Products under all of Customer's Reseller Service Orders ("**Aggregate Spend**"). The foregoing limitation in this Section 8.b shall not apply to liability arising from:

- i. death or bodily injury;
- ii. Section 2 (Use and Restrictions), which will be subject to a separate cap of three times (3x) the Aggregate Spend;
- iii. Section 10 (Indemnification);
- iv. Customer's payment obligations for the Product;
- v. Tangible property damage resulting from the gross negligence of the other Party or its employees or agents;
- vi. Fraud or fraudulent misrepresentation; or
- vii. Infringement of the other Party's intellectual property rights.

c. In no event will this Section 9 or Sections 7 or 10 be interpreted to constitute a waiver of any statutes and constitutional provisions designed to protect the exposure and liability of the Customer as an instrumentality of the state or an institution of higher education in its state (including sovereign immunity protections, protections from certain tort claims, dollar limits, exemptions from punitive and/or consequential damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant) that Customer may have by operation of state law or constitution. To the extent afforded under state law or constitution, or as provided by the appropriate state governing agency, all claims against Customer are subject to the requirements established for bringing such claims against Customer.

Customer's responsibility for the actions of an End User may be limited by Governing Law or the formation or governing documents of Customer.

10. INDEMNIFICATION

a. Indemnification and Procedure

Palo Alto Networks will defend, hold harmless and indemnify, at its expense, any third-party action or suit against you alleging that the Product infringes or misappropriates such third party's patent, copyright, trademark, or trade secret (a "**Claim**"), and Palo Alto Networks will pay 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 (where permitted by applicable court rules and professional ethical standards); and (iii) reasonably cooperate with Palo Alto Networks' requests for assistance with 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.

b. Remedy

If the Product becomes, or in Palo Alto Networks' opinion is 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 Product;
- ii. replace or modify the Product to avoid the Claim; provided that such replacement or modification is functionally equivalent to the initial Product; or
- iii. if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may accept return of the Product and grant you credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date you received such Product or, for Subscriptions, grant you credit for the portion of the Subscription paid but not used or flow the credit to the Reseller with instruction to apply to your account; upon your written request, Palo Alto Networks will consider pro rata reimbursement for the portion paid but not used.

c. Exceptions

Palo Alto Networks' obligations under this Section 9 shall not apply to the extent any Claim results from or is based on:

- i. modifications to the Product made by a party other than Palo Alto Networks or its designee;
- ii. the combination, operation, or use of the Product 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. failure to use the most recent version or release of the Product;
- iv. Palo Alto Networks' compliance with your explicit or written designs, specifications or instructions; or
- v. use of the Product not in accordance with Published Specifications.

THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

11. CONFIDENTIALITY

"Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is identified as confidential at the time of disclosure by the disclosing party ("**Discloser**"), or disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("**Recipient**"). Notwithstanding the foregoing, Confidential Information does not include information that Recipient can prove by credible evidence:

- i. Was in the public domain at the time it was communicated to Recipient;
- ii. Entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient;
- iii. Was in Recipient's possession free of any obligation of confidentiality at the time it was communicated to Recipient;
- iv. Was disclosed to Recipient free of any obligation of confidentiality; or
- v. Was developed by Recipient without use of or reference to Discloser's Confidential Information.

Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors who need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to use and disclosure restrictions that are at least as protective as those set forth herein. Recipient shall maintain the confidentiality of Discloser's Confidential Information using the same effort that it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict Recipient from disclosing Discloser's Confidential Information:

- a. Pursuant to an order issued by a court, administrative agency, or other governmental body, provided that the Recipient gives reasonable notice to Discloser to enable it to contest such order (where such notice is permitted and practicable);
- b. On a confidential basis to its legal or professional financial advisors; or
- c. As required under applicable securities regulations or in connection with a freedom of information or sunshine or similar state or federal disclosure law (in which case notice is not required).

The foregoing obligations of each Party shall continue for the period terminating three (3) years from the date on which the Confidential Information is last disclosed, or the date of termination of this Agreement, whichever is later.

12. END USER DATA AND DATA PROTECTION

a. Sharing Data

Palo Alto Networks provides Customer the ability to configure the Products to share End User Data (including type thereof) with Palo Alto Networks for threat analysis and prevention as described in the applicable Product documentation, which contains details regarding the processing of End User Data and Customer's options for sharing such data.

b. Data Processing

Customer acknowledges, agrees and grants to Palo Alto Networks the right, to the extent permitted by applicable law, to process and retain data, including End User Data, shared by Customer related to a security event, for the legitimate interest of operating, providing, maintaining, developing, and improving security technologies and services, including for purposes compatible with providing such services. To the extent Palo Alto Networks processes personal data on behalf of Customer as a processor in the meaning given in EU data protection law, it will do so in accordance with Section 12.

c. California Consumer Privacy Act

Palo Alto Network will not retain, use, or disclose any personal information or personal data contained in End User Data for any purpose other than as described in this Agreement. In no event will Palo Alto Networks "sell" personal data to any third party, as "selling" is defined in the California Consumer Privacy Act. Palo Alto Networks certifies that it understands the foregoing restrictions and will comply with them. For purposes of applicable law, both parties agree that there is no sale of personal data involved in Palo Alto Networks' provision of Products to Customer. For the avoidance of doubt, Customer does not provide personal data to Palo Alto Networks for any valuable consideration.

d. Subcontractors

Palo Alto Networks will take appropriate measures to safeguard the confidentiality of End User Data. Except where required by law, Palo Alto Networks will not share End User Data with third parties other than with selected subcontractors. Palo Alto Networks will impose appropriate contractual obligations upon such subcontractors that are no less protective than this [Section 11](#) and Palo Alto Networks will remain responsible for the subcontractor's compliance with this Agreement and for any acts or omissions of the subcontractor that cause Palo Alto Networks to breach any of its obligations under this Agreement.

e. Regional Data Centers

For some Products, Customers may configure the Products to have End User Data remain in facilities located within the European Economic Area or another available region. If so, Palo Alto Networks will not transfer data out of the selected region, unless compelled by law or a binding order of a governmental body.

Provided Customer makes appropriate configuration elections indicating its desire that all End User Data remain in the continental United States, Palo Alto Networks will ensure that all servers that will Process End User Data are located only in datacenters located in the continental United States. Palo Alto Networks may only Process End User Data outside of the continental United States with the prior express written permission of Customer, and then only in such territory(ies) or country(ies) as identified in any such prior express written permission.

f. Compliance with Laws

Palo Alto Networks will process End User Data in accordance with applicable data protection laws, including, where applicable, the EU General Data Protection Regulation. Customer represents and warrants that it will comply with Governing Law in connection with its use of the Products, including those laws related to data privacy, data security, electronic communication and the export of technical, personal or sensitive data. Customer may be required to include specific language in its third party contracts under the applicable Governing Law, and the Parties acknowledge that such language may be added as an executed attachment in the Reseller Service Order.

g. FERPA

Palo Alto Networks acknowledges that Customer has a duty to maintain the privacy of student records, including without limitation education records as defined under the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) and the regulations promulgated thereunder (34 CFR Part 99) (as they may be amended from time to time, "**FERPA**"). The purpose of this Agreement is not to access or process educational records or information otherwise covered by FERPA. In the event that End User Data includes such information, Palo Alto Networks will be designated a "school official" with "legitimate educational interest" (as those terms have been defined under FERPA) and for such records Palo Alto Networks agrees to abide by the limitations and requirements imposed on school officials under FERPA.

h. HIPAA

Palo Alto Networks will comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and after Palo Alto Networks' receipt of a written request from Customer, Palo Alto Networks will execute a mutually agreeable Business Associate Agreement, which will include at a minimum reasonable standards with respect to compliance with laws and maintaining adequate levels of insurance ("**BAA**"). In addition, Palo Alto will ensure that each Contractor/Agent that creates, receives, maintains, or transmits protected health information on behalf of Palo Alto Networks agrees to the same restrictions and conditions that apply to Palo Alto Networks under this Agreement and such BAA with respect to such information.

i. PCI Compliance

Palo Alto Networks is not a payment processor and as such is not subject to compliance with PCI standards. However, Palo Alto Networks acknowledges that credit card information may be provided by Customer during the performance or use of Products and therefore Palo Alto Networks shall use information data security controls that are compliant with PCI standards.

j. Audit

Palo Alto Networks will select an independent, qualified third-party auditor to conduct, at Palo Alto Networks' expense, at least annual audits of the security of its data centers, its systems, and its computing environments used to process End User Data, in accordance with the SOC2 Type II standards or its equivalent. At Customer's request and under non-disclosure agreement Palo Alto Networks will provide such audit report to Customer so that it may verify Palo Alto Networks' compliance with the adopted security framework.

13. PROCESSING AS DATA PROCESSOR

a. Data Processor

To the extent Palo Alto Networks processes personal data on behalf of Customer as a processor as defined by EU data protection law, it shall do so only on instructions from Customer pursuant to this Agreement and as permitted by applicable law.

b. Confidentiality of Personal Data

Palo Alto Networks will ensure that personnel it authorizes to process personal data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.

c. Sub-Processors

Customer authorizes Palo Alto Networks to engage sub-processors, as described in the applicable Product documentation for the relevant Product, to process personal data. In the event Palo Alto Networks engages any new sub-processor it will:

- i. update the applicable documentation;
- ii. notify Customer in writing (subject to Customer having opted in to receive compliance notifications) of such change to give Customer the opportunity to object to such sub-processing;
- iii. impose appropriate contractual obligations upon the sub-processor that are no less protective than this Section 13 and Section 12 (and if applicable the BAA); and
- iv. remain responsible for the sub-processor's compliance with this Agreement and for any acts or omissions of the sub-processor that cause Palo Alto Networks to breach any of its obligations under this Agreement.

If Customer objects to a new sub-processor, it must do so in writing within fifteen (15) days of such update described in clause (i) or if applicable such written notice described in clause (ii) and Palo Alto Networks will then endeavor to offer alternate options for the delivery of Products that do not involve the new sub-processor without prejudice to any of Customer's termination rights.

d. Security

Palo Alto Networks has implemented practices and policies to maintain appropriate organizational, physical and technical measures to safeguard the confidentiality and security of personal data to comply with applicable laws taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the rights and freedoms of natural persons, including as appropriate:

- i. the pseudonymization, deidentification or encryption of data;
- ii. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- iii. a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing as described in Palo Alto Networks Information Security Measures https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/information-security-measures.pdf.

e. Security Incident Notification

In the event of a Security Incident affecting Customer personal data, Palo Alto Networks will without undue delay:

- i. inform Customer of the Security Incident pursuant to Section 14.j below;
- ii. investigate and provide Customer with detailed information about the Security Incident; and
- iii. take reasonable steps to mitigate the effects and minimize any damage resulting from the Security Incident as required by applicable law.

f. Breach Remediation Costs

In addition to the above, and notwithstanding any other provision in this Agreement and without reference to the limitations contained in this Section 9 or Section 10, but subject to a cap of four times (4x) the Aggregate Spend, Palo Alto Networks agrees that with respect to any alleged breach of its data security or privacy obligations in this Section 13 or in Section 12 directly caused by its action or inaction, Palo Alto Networks shall reimburse Customer in full for Data Breach Remediation Costs. “**Data Breach Remediation Costs**” means costs and expenses incurred by Customer as a result of such breach that are for providing notices to parties whose data may have been exposed to unauthorized access as a result of such breach (regardless of whether such notice required by law), for actual damages suffered by Customer, and for credit monitoring for the greater of one year or what is required by law. Palo Alto Networks’s liability for any Data Breach Remediation Costs is conditioned upon the following actions by Customer: (i) Customer must first notify Palo Alto Networks of the nature and scope of the Data Breach Remediation Costs prior to incurring any such costs; (ii) Customer and Palo Alto Networks will reasonably cooperate on investigating and remediating the alleged breach giving rise to the Data Breach Remediation Costs; and (iii) following Palo Alto Networks’s request, Customer will submit to Palo Alto Networks all books and records related to any Data Breach Remediation Costs reimbursed under this Section 13f, subject to any review being conducted during normal business hours and at Palo Alto Networks’s sole cost and further subject to reasonable confidentiality restrictions.

g. Assistance to Data Subjects

Palo Alto Networks shall provide reasonable assistance to Customer to comply with its obligations with regard to data subject rights under applicable data protection law and any other legal requirements, as appropriate, taking into account the nature of the data processing and the information available to Palo Alto Networks. If Palo Alto Networks or any sub-processor receives a request or a complaint from a data subject or its representative, including requests regarding the data subject’s rights under applicable law, Palo Alto Networks will forward such request to Customer for handling unless Palo Alto Networks is required by law to address such request.

h. Data Retention

Palo Alto Networks shall process and retain personal data no longer than necessary for the purposes which it is processed. Upon termination of this Agreement, Palo Alto Networks shall, upon Customer's request, delete End User Data that is no longer necessary to carry out any of the purposes under Section 12.b.

i. International Transfer of Data

Subject to Section 12e, End User Data may be sent to facilities hosted outside of the country where Customer purchased or utilizes the Products. Palo Alto Networks will comply with the European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland. Data transfers will be subject to appropriate safeguards as described in Article 46 of the GDPR, including the execution of EU Standard Contractual Clauses for data transfer, where applicable. Moreover, Palo Alto Networks is certified to the EU-US and Swiss-US Privacy Shield Frameworks. Palo Alto Networks will notify Customer if Palo Alto Networks determines that it can no longer meet its obligation to provide the same level of protection required by the Privacy Shield principles.

14. GENERAL

a. Assignment

Neither party may assign or transfer this Agreement or any obligation hereunder without the prior written consent of the other party, except that, upon written notice, Palo Alto Networks may assign or transfer this Agreement or any obligation hereunder to its Affiliate, or an entity acquiring all or substantially all of the assets of Palo Alto Networks, whether by acquisition of assets or shares, or by merger or consolidation without your consent provided that such successor or Affiliate also agrees to honor any existing Reseller Service Orders. Any attempt to assign or transfer this Agreement shall be null and of no effect. For purposes of this Agreement, a change of control will be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

b. Auditing Customer Compliance

You shall retain records pertaining to Product usage. You grant to Palo Alto Networks and its independent advisors the right to examine such records no more than once in any twelve-month period solely to verify compliance with this Agreement. In the event such audit reveals material non-compliance with this Agreement, you shall promptly pay the appropriate license fees, plus reasonable audit costs.

c. Authorization Codes, Grace Periods and Registration

Where applicable, you will be able to download Software via the server network located closest to you. Your Product may require an authorization code to activate or access Subscriptions and support. The authorization codes will be issued at the time of order fulfillment. The Subscription or support term will commence in accordance with the grace period policy at <https://www.paloaltonetworks.com/support/support-policies/grace-period.html>. You are hereby notified that, upon applicable grace period expiration, if any, Palo Alto Networks reserves the right to register and/or activate your Product and support services (if purchased) on your behalf without further notification to you.

d. Compliance with Laws; Export Control

You shall comply with all applicable laws in connection with your use of the Product. You further agree that you will not engage in any illegal activity and you acknowledge 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 Product 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.

e. Cumulative Remedies

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

f. Entire Agreement

This Agreement 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 them 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 Agreement are hereby rejected by Palo Alto Networks and shall be deemed null and of no effect.

g. Force Majeure

In the event of 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 (“**Force Majeure Event**”), the affected Party’s performance will be excused and the time for performance will be extended for a reasonable period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Force Majeure will not apply for any negligent maintenance or performance by Provider.

h. Governing Law

This Agreement will be construed and enforced in accordance with Governing Law, without reference to its choice of law rules. The Parties agree that any legal action or proceeding under, arising out of, or related to this Agreement shall be brought exclusively in the courts located in the state in which Customer’s main campus is located and each Party waives any objection to the propriety or convenience of such venues. Without limiting the foregoing, the Parties agree to act in good faith with respect to this Agreement and efforts to resolve any dispute. Nothing in this Agreement will preclude the Parties from any rights or remedies under the law, including the right to seek equitable relief without first seeking to resolve a dispute informally.

i. Headings

The headings, including section titles, are given solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this document or any of its provisions.

j. 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 Reseller Service Order or other ordering document (attention: Legal Department), and in each instance will be deemed given upon receipt.

k. Open Source Software

The Products may contain or be provided with components subject to the terms and conditions of open source software licenses (“**Open Source Software**”). A list of Open Source Software can be found at <https://www.paloaltonetworks.com/documentation/oss-listings/oss-listings.html>. These Open Source Software license terms are consistent with the license granted in Section 2 (Use and Restrictions) and may contain additional rights benefitting you. Palo Alto Networks represents and warrants that the Product, when used in conformance with this Agreement, does not include Open Source Software that restricts your ability to use the Product nor requires you to disclose, license, or make available at no charge any material proprietary source code that embodies any of your intellectual property rights.

l. Reciprocal Waiver of Claims Related to United States SAFETY Act

Where a Qualified Anti-terrorism Technology (the “**QATT**”) has been deployed in defense against, response to or recovery from an “act of terrorism” as that term is defined under the SAFETY Act, Palo Alto Networks and Customer agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

m. Survival

Sections regarding license restrictions, ownership, term and termination, U.S. Government, limitations of liability, governing law, and this Section 14 (General) shall survive termination of this Agreement.

n. 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 Software 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 Software 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. If any term or condition set forth in this Agreement:

- i. allows for the automatic termination of the Government’s license rights or maintenance of services;
- ii. allows for the automatic renewal of services and/or fees;
- iii. allows for the Government to pay audit costs; and/or
- iv. requires the governing law to be anything other than Federal law, then such term and condition shall not apply to the U.S. Government, but shall continue to apply to prime contractors and subcontractors of the Government.

Furthermore, nothing contained in this Agreement is meant to diminish the rights of the U.S. Department of Justice as identified in 28 U.S.C. Section 516. Finally, to the extent any term and condition set forth in this Agreement is contrary to U.S. Federal procurement law, then such term and condition shall not apply to the U.S. Government, but shall continue to apply to prime contractors and subcontractors of the government.

o. Waiver and Severability

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver or amendment of any provision of this Agreement will be

effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement 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.

p. WildFire: U.S. Government

Where Customer is a U.S. Government contractor using or accessing WildFire: U.S. Government malware prevention service, Customer certifies that now and so long as it uses or accesses WildFire: U.S. Government service:

- i. Only U.S. citizens will be permitted to access WildFire: U.S. Government for administration and configuration;
- ii. Customer holds an active contract or subcontract with the U.S. Federal Government and has a need to exchange e-mail, documents and other forms of communication with the U.S. Federal Government under a contract or subcontract;
- iii. Customer shall cease using or accessing WildFire: U.S. Government when it no longer has an active contract or subcontract with the U.S. Federal Government; and
- iv. Customer will abide by the confidentiality provisions contained within this Agreement.

q. Internet2 NET+ Program.

- i. Customer consents to Palo Alto Networks or its Affiliates sharing with Internet2 information regarding Customer's use of the Products, specifically all information regarding Customers' aggregate use of the Products (on a monthly, annual or other periodic basis). Customer acknowledges that once such reports are provided to Internet2, Internet2 may copy and retain those reports, as Internet2 may deem reasonably necessary.
- ii. The Parties acknowledge that (1) Internet2 is not a party to this Agreement and is not and will not be a provider, distributor or a reseller of the Services or a subcontractor or agent of Palo Alto Networks or any of its resellers or distributors, (2) Palo Alto Networks is not a subcontractor or agent of Internet2, nor is Palo Alto Networks or its Affiliates in any way providing the Products to Customer on behalf of Internet2, and (3) in no event shall Internet2 have any liability to Customer (x) under, relating to, or arising out of this Agreement or any other agreement relating to the Products (including any alleged or actual breach thereof) or (y) arising out of, or related to any actions or omissions of Palo Alto Networks, any distributors or resellers, or any Customer.
- iii. All references, representations, warranties and covenants made in this Agreement (including in any exhibits attached hereto), whether express or implied, concerning in any way Palo Alto Networks, and/or any of the Products, are made by Palo Alto Networks and not by or in conjunction with Internet2. All rights and obligations as between Internet2 and Palo Alto Networks are addressed in a separate agreement and that facilitation agreement represents the entire agreement between Palo Alto Networks and Internet2.