

# **END USER SUPPORT AGREEMENT ("EUSA")**

THIS EUSA SUPPLEMENTS THE PALO ALTO NETWORKS <u>END USER LICENSE AGREEMENT</u> BETWEEN YOU (REFERRED TO HEREIN AS "**CUSTOMER**", "**END USER**", "**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; (B) PALO ALTO NETWORKS (UK) LTD AND ITS AFFILIATES, 22 BISHOPGATE, LEVEL 55, LONDON, EC2N 4BQ, ENGLAND, IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA; OR (C) PALO ALTO NETWORKS PUBLIC SECTOR LLC, IF YOU ARE A UNITED STATES FEDERAL GOVERNMENT ENTITY OR ORGANIZATION (EACH OF THE ENTITIES LISTED IN (A), (B) OR (C) BEING REFERRED TO HEREIN AS "**PALO ALTO NETWORKS**"). This EUSA sets forth the terms and conditions under which Palo Alto Networks will provide technical support services and customer success services for the Palo Alto Networks Products sold and/or licensed pursuant to the <u>End User License Agreement</u>. In the event of a conflict between this EUSA and the End User License Agreement, this EUSA shall take precedence, but only with respect to the subject matter described below.

Contact: support.paloaltonetworks.com, 1.866.898.9087 in the U.S., +1.408.738.7799 outside the U.S.

#### 1. SUPPORT PLANS AND SERVICES OFFERED

	PLATINUM	PREMIUM	STANDARD
Online Support	Yes	Yes	Yes
Telephone support	Yes - 24x7x365	Yes - 24x7x365	No
Initial Response Time	PLATINUM	PREMIUM	STANDARD
Severity 1 – Critical			
Product is down, critically affects Customer production	≤ 15 minutes	≤ 1 hour	≤ 2 Business Hours
environment. No workaround available yet.			
Severity 2 – High			
Product is impaired, Customer production environment	≤ 30 minutes	≤ 2 hours	≤ 4 Business Hours
up, but impacted. No workaround available yet.			
Severity 3 – Medium			
A Product function has failed, Customer production	≤ 2 hours	≤ 4 hours	≤ 12 Business Hours
environment not affected. Support is aware of the issue			
and a workaround is available.			
Severity 4 – Low			
Non-critical issue. Does not impact Customer business.	≤ 4 hours	≤ 8 hours	≤ 48 Business Hours
Feature, information, documentation, how-to and			
enhancement requests from Customer.			
Additional Services	PLATINUM	PREMIUM	STANDARD
Premium United States Government ("USG") Support	N/A	Yes, if eligible	N/A
Security Assurance	Yes, if eligible	Yes, if eligible	N/A
Expert Assistance	Yes, if eligible	N/A	N/A
Focused Services including Plus and Elite tiers	Optional, if eligible	Optional, if eligible	N/A

HARDWARE RMA	4-HR PREMIUM OR 4-HR PLATINUM	PREMIUM OR PLATINUM	STANDARD
Advance Replacement Service: 4-Hour Replacement (available only for Hardware located within a specified range of Palo Alto Networks service locations)	Yes, if eligible	No	No
Advance Replacement Service: Next Business Day Service	N/A	Yes	No
Return and Repair	N/A	N/A	Yes



## 2. CUSTOMER SUCCESS PLANS AND SERVICES OFFERED\*

	PLATINUM	PREMIUM	STANDARD
Online Technical Support	Yes	Yes	Yes
Telephone Technical support	Yes - 24x7x365	Yes - 24x7x365	No
Technical Support Initial Response Time	PLATINUM	PREMIUM	STANDARD
Severity 1 – Critical			
Product is down, critically affects Customer production	< 15 minutes	≤1 hour	≤ 2 Business Hours
environment. No workaround available yet.			
Severity 2 – High			
Product is impaired, Customer production up, but	< 30 minutes	≤ 2 hours	≤ 4 Business Hours
impacted. No workaround available yet.			
Severity 3 – Medium			
A Product function has failed, Customer production not	< 2 hours	≤ 4 hours	≤ 12 Business Hours
affected. Support is aware of the issue and a workaround			
is available.			
Severity 4 – Low	< 4 hours	≤8 hours	≤ 48 Business Hours
Non-critical issue. Does not impact Customer business.			
Feature, information, documentation, how-to and			
enhancement requests from Customer. Self-help guidance:			
Online access to quick-start guides, best			
practices and training materials (pdf and video)	Yes	Yes	Yes
<ul> <li>Online access to knowledge base and Support</li> </ul>	103	103	163
Portal			
Customer Success	PLATINUM	PREMIUM	STANDARD
Customer Success Team Assistance (deliverables may vary			
based on the Product):	Optional, if eligible	Optional, if eligible	No
Onboarding guidance			
<ul> <li>Configuration guidance</li> </ul>			
<ul> <li>Operational and Integration guidance</li> </ul>			
<ul> <li>Education and training</li> </ul>			
Additional Services	PLATINUM	PREMIUM	STANDARD
Premium United States Government ("USG") Success	N/A	Yes, if eligible	No
Focused Services including Plus and Elite tiers	Optional, if eligible	Optional, if eligible	No

<sup>\*</sup> This table may not be applicable for all Prisma Access Customer Success Plan(s) offered in certain countries in the Asia Pacific region. For more information, see Section 11.

## 3. 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.

"Business Hours" mean Mondays through Fridays, 9:00 am - 5:00 pm local time, excluding local holidays.

"Customer Success Plan" or "Success Plan" refers to a specific offering to provide technical support and to help promote customer success as described in section 5 below.

**"Expert Assistance"** refers to a Platinum-level service feature that provides on-site assistance for critical issues, failure analysis, and support for planned events.

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

"Maintenance Releases" mean bug fixes to the Software that: (i) are designated by a change in the 3rd set of digits of the version release number (e.g., v5.00.01 to v5.00.02); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts at no additional cost.

"Major Releases" mean significant modifications or improvements to the Software that: (i) are designated by a change in the first digit of the version release number (e.g., v5.0 to v6.0); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts at no additional cost.



"Minor Releases" mean minor modifications or improvements to the Software, cumulative bug fixes from Maintenance Releases since the last Minor Release and new bug fixes, as applicable, that: (i) are designated by a change in the second set of digits of the version release number (e.g., v5.00 to v5.01); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts at no additional cost.

"Online Support" means access to the Support Portal, online documentation and Palo Alto Networks' user community located at <a href="https://live.paloaltonetworks.com">https://live.paloaltonetworks.com</a>.

"Product" means, collectively, Hardware, Software, Subscription, or any combination thereof.

"Security Assurance" refers to a specific service designed to give Customers access to security experts with unique threat intelligence knowledge and tools.

"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.

"Standard Support," "Premium Support," "Platinum Support," "Premium USG," "4-Hour Premium Support," "4-Hour Platinum Support" and "Support Plan" refer to the various support programs offered by Palo Alto Networks, as further detailed in section 4 below.

"Subscription" means Software-as-a-Service and cloud-delivered security services, including updates, provided by Palo Alto Networks including, but not limited to, Cortex, Prisma, Threat Prevention, Advanced URL Filtering, WildFire, regardless of whether a fee is charged for its use. Support Plans, Customer Success Plans, and professional services are not considered Subscriptions under this EUSA.

"Support Portal" means the website currently located at <a href="https://support.paloaltonetworks.com">https://support.paloaltonetworks.com</a>, or any successor site specified by Palo Alto Networks.

#### 4. SUPPORT PLAN OPTIONS

Where applicable, you may choose from Standard, Premium, Premium USG, Platinum, 4-Hour Premium and 4-Hour Platinum Support, and you must register each Product for which you have purchased support on the Support Portal in order to access the features and benefits available to such Product. Based on your selection and payment of applicable fees, Palo Alto Networks shall:

### a. Standard Support

- i. Maintain and support the list of currently-supported releases published on the Support Portal.
- ii. Make available all supported Maintenance Releases, Minor Releases and Major Releases.
- iii. Verify defects in the Software identified and submitted by Customers.
- iv. Correct material defects in the Software for the currently-supported Maintenance Releases.
- v. Provide access to the Support Portal, which contains the latest Software versions, fixes, feature releases, signature and Subscription updates, knowledge base/FAQ, case management, release notes, technical documentation, and Software downloads.
- vi. Use commercially reasonable efforts to ensure that the Support Portal is available 24x7.
- vii. Respond to Online Support cases based on the severity classifications in section 1 above.
- viii. Provide a return and repair service for Hardware defects.

### b. Premium Support

Includes all the benefits of Standard Support, plus faster response times and the following:

- i. Provide technical telephone support on a 24x7x365 basis. You are required to open a support ticket online in the Support Portal before reaching out for telephone support.
- ii. Advance replacement for defective Hardware. Refer to section 6 (RMA Policy and Process), subsection b (Advance Replacement) below for additional details.
- iii. Security Assurance:
  - a. Access to security experts in the event you detect suspicious activity in your network.
  - b. Eligibility:
    - i. This service is only applicable to the Hardware and VM-Series virtualized Firewalls.
    - ii. You must have a Best Practice Assessment (BPA) completed within the last 3 months.
    - iii. On the BPA, you must meet a minimum security threshold based on industry average in the 7 key feature adoption areas: WildFire, anti-virus, anti-spyware, DNS sinkhole, vulnerability protection, Advanced URL Filtering and logging.
    - iv. Each Customer may seek Security Assurance services no more than once per year.
- c. <u>Premium USG Support (State, Local, Federal Government and Government contractors only)</u>



Includes all the benefits of Premium Support delivered by U.S. citizens located in U.S.-based support centers.

### d. Platinum Support (not available in Japan)

Includes all the benefits of Premium Support, plus faster response times and Expert Assistance:

- i. Planned Event Assistance: Upon your request and if scheduled 7 days in advance, Platinum senior engineers will assist with proactive maintenance activities such as Software upgrades or feature activations. May be utilized at a Customer business event where a Platinum engineer will be on-call to assist as necessary. You may receive assistance on up to 4 planned events per year, with each event normally not exceeding 4 hours. This service is not designed for troubleshooting activities or Product installations.
- ii. On-Site Assistance: To address Severity 1 issues which cannot be resolved remotely; a field engineer may be dispatched to Customer's site when necessary, at the discretion of Palo Alto Networks management.
- iii. Failure Analysis: Upon request, Palo Alto Networks will conduct and provide Hardware failure analysis on returned units. Failure Analysis does not extend to End of Sale (EOS) Products announced at <a href="https://www.paloaltonetworks.com/services/support/end-of-life-announcements/end-of-sale">https://www.paloaltonetworks.com/services/support/end-of-life-announcements/end-of-sale</a>.

## e. Focused Services (optional, if eligible)

- i. Access to personalized support by an assigned account manager who will provide tailored support.
- ii. Eligibility: All Products you use must be under valid Premium-level Support/Success Plans at a minimum, as applicable.

# f. 4-Hour Premium or 4-Hour Platinum Support (applicable to qualified Hardware only)

Includes all the benefits of Premium or Platinum Support, as applicable, and delivery of replacement Hardware to you within four hours from the issuance of a RMA. This support option is available only for Hardware located within a specified range of a Palo Alto Networks service location. Eligibility must be determined, and the service sold, on a perdevice basis. When covered, Palo Alto Networks will use commercially reasonable efforts to deliver replacements within the designated time frame.

#### 5. CUSTOMER SUCCESS PLAN OPTIONS

Where applicable, you may choose from Standard Success, Premium Success, Premium USG Success, or Platinum Success. Upon provisioning of your production instance, you will be granted access to the Subscription and to the Support Portal. Based on your selection and payment of applicable fees, Palo Alto Networks shall:

### a. Standard Success

- i. Respond to Online Support cases based on the severity classifications in section 2 above.
- ii. Provide access to Online Support resources and materials 24x7.
- iii. Maintain and support the list of Subscription release notes published on the Support Portal.
- iv. Verify defects identified and submitted by Customers.
- v. Correct material defects in the cloud software running in production.
- vi. Use commercially reasonable efforts to ensure that the Support Portal is available 24x7.

# b. Premium Success

Includes all the benefits of Standard Success, plus faster response times and the following:

- i. Provide technical support via telephone on a 24x7x365 basis. You are required to open a support ticket online in the Support Portal before reaching out for telephone support.
- ii. Customer Success Teams Assistance (optional, if eligible).
- iii. Focused Services (optional, if eligible)
  - a. Access to personalized support by an assigned account manager who will provide tailored support.
  - Eligibility: All Products you use must be under valid Premium-level Support/Success Plans at a minimum, as applicable.

# c. Premium USG Success (State, Local, Federal Government and Government contractors only)

Includes all the benefits of Standard Success, delivered by U.S. citizens located in U.S.-based support centers.

# d. Platinum Success (not available in Japan)

Includes all the benefits of Premium Success, plus faster response times.

### 6. RMA POLICY AND PROCESS

In situations when it is necessary for you to return a Hardware to Palo Alto Networks, you must ask Palo Alto Networks to issue a Return Material Authorization ("RMA") number prior to shipment. Each RMA number will be uniquely identified to



track the processing of the returned Hardware. Hardware RMA is subject to the Palo Alto Networks RMA Process and Policy ("RMA Policy") found at

https://www.paloaltonetworks.com/content/dam/pan/en US/assets/pdf/datasheets/support/rma-process-policy.pdf.

# a. Return and Repair

You shall obtain a RMA number for the Hardware that you wish to return to Palo Alto Networks by contacting Support via telephone or the Support Portal. Support will work with you to confirm the Hardware problem and issue a RMA number to be used to ship the Hardware back to Palo Alto Networks. You shall repackage the Hardware in the original packaging (shipping damage that occurs from insufficient packaging is not covered), note the RMA number on the shipping label and ship the Hardware to the specified Palo Alto Networks location. You will be responsible for all shipping costs incurred in returning the defective Hardware to Palo Alto Networks. Hardware will be repaired (or replaced) and shipped within 10 business days from receipt of the defective Hardware by Palo Alto Networks. Palo Alto Networks will pay all shipping costs incurred in shipping the repaired or replacement Hardware to you, except that if you are located outside the United States, you will be responsible for any taxes, duties, fees or other charges assessed in connection with importing the repaired or replaced Hardware into your country of destination.

#### b. Advance Replacement

You shall obtain an RMA number for the Hardware that you wish to return to Palo Alto Networks by contacting Support via telephone or the Support Portal. Support will work with you to confirm the Hardware problem and issue an RMA number to be used to ship the Hardware back to Palo Alto Networks. Subject to the RMA Policy, Palo Alto Networks will use commercially reasonable efforts to attempt to deliver a replacement Hardware to you by the next business day. Palo Alto Networks will pay all shipping costs incurred in shipping the replacement Hardware to you. Upon receipt of a replacement Hardware, you shall return the defective Hardware to Palo Alto Networks in the replacement Hardware's packaging (shipping damage that occurs from insufficient packaging is not covered), using the prepaid return airbill affixed to the exterior of the shipping carton, and arranging for the designated courier service for pickup. If Palo Alto Networks does not receive the returned Hardware within 10 business days after the delivered date of the replacement Hardware, you will be charged current list price of the replacement Hardware.

#### c. 4-Hour Replacement (applicable to qualified Hardware only)

You shall obtain an RMA number for the Hardware that you wish to return to Palo Alto Networks. Support will work with you to confirm the Hardware problem and issue a RMA number. Palo Alto Networks will use commercially reasonable efforts to aim to deliver a replacement Hardware to you within four hours after issuance of the RMA number. You must have an authorized representative available to accept delivery of the replacement Hardware. If Palo Alto Networks (or its subcontractor) is unable to complete delivery because you did not have an authorized representative available, Palo Alto Networks reserves the right to charge you for costs incurred in making a subsequent delivery.

# 7. YOUR OBLIGATIONS

During the term of your support contract, you must:

- a. Operate at the then-supported Maintenance Release;
- b. Use reasonable efforts to isolate, collect all error and log files to enable Palo Alto Networks to fulfill its obligations herein; and
- d. Notify Palo Alto Networks if you physically relocate device(s) covered by 4-Hour Replacement service to new location(s), including verification that the relocated device(s) remain within the geographical area covered by 4-Hour Replacement service.

Other support-related policies available at <a href="https://www.paloaltonetworks.com/services/support/support-policies.html">https://www.paloaltonetworks.com/services/support-policies.html</a> may be applicable.

# 8. LIMITATIONS

The following services are expressly excluded from Support and Success Plans:

- a. Repair or replacement of Product required as a result of causes other than normal use, including without limitation:
  - i. repair, maintenance or modification of the Product by persons other than Palo Alto Networks-authorized personnel;
  - ii. accident or negligence of your fault;
  - iii. user error or misuse of the Product; or



- iv. causes external to the Product such as, but not limited to, failure of electrical systems or fire or water damage or hardware failure, operation system software failure or any other damage and failure not caused by Palo Alto Networks.
- b. Maintenance or technical services for any third-party software or hardware, where such third-party software or hardware was not provided by Palo Alto Networks.
- Palo Alto Networks reserves the right not to support Products which were not purchased via an authorized Palo Alto Networks distributor or reseller.

## 9. TERM AND TERMINATION

This EUSA is effective until terminated or, as applicable, in accordance with the term of your Support or Success Plan. Palo Alto Networks will send you renewal reminders in advance of the expiration date(s) of the applicable Support or Success Plan. At the end of the term (and each renewal term thereafter, if any), the applicable Support or Success Plan will automatically expire unless you renew. Either party may terminate this EUSA and the applicable Support and/or Success Plan(s) at any time in the event the other party breaches any material term of this EUSA and fails to cure such breach within thirty (30) days following such notice.

#### **10. NO WARRANTY**

Nothing in this EUSA shall be construed as expanding or adding to the warranty set forth in the Palo Alto Networks End User License Agreement. PALO ALTO NETWORKS MAKES, AND YOU RECEIVE, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND PALO ALTO NETWORKS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note that replacement Products under section 6 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.

# 11. SUPPLEMENTAL TERMS AND CONDITIONS

For the supplemental terms and conditions under which Palo Alto Networks will provide technical support services for the Cloud NGFW for AWS Products sold and/or licensed pursuant to the End User License Agreement, please see the Supplemental End User Support Agreement available at: <a href="https://www.paloaltonetworks.com/legal/eusa/ngfwaws">https://www.paloaltonetworks.com/legal/eusa/ngfwaws</a>.

For the supplemental terms and conditions under which Palo Alto Networks will provide technical support services for AlOps for NGFW Products sold and/or licensed pursuant to the End User License Agreement, please see the Supplemental End User Support Agreement available at: <a href="https://www.paloaltonetworks.com/legal/eusa/aiops">https://www.paloaltonetworks.com/legal/eusa/aiops</a>.

For the supplemental terms and conditions under which Palo Alto Networks will offer Customer Success Plan for the Prisma Access Products in certain countries in the Asia Pacific region, please see the Supplemental End User Support Agreement available at: <a href="https://www.paloaltonetworks.com/legal/eusa/prisma-access-cn">https://www.paloaltonetworks.com/legal/eusa/prisma-access-cn</a>.

For the supplemental terms and conditions under which Palo Alto Networks will provide technical support services for Software Firewall Orchestration Hub used for Palo Alto Networks VM-Series firewalls sold and/or licensed pursuant to the End User License Agreement, please see the Supplemental End User Support Agreement available at: https://www.paloaltonetworks.com/legal/eusa/automationsupport.