



## Enterprise Program (For Hardware Support)

### 1. Description

In conjunction with the use & deployment of Palo Alto Networks hardware firewalls, Palo Alto Networks has developed an Enterprise Program, a volume pricing arrangement which is valid for a specific period during which organizations may have unlimited access to support & maintenance. This arrangement simplifies the purchasing, renewal, and deployment process, and provides organizations with a more efficient means of managing its network security expense. The features and benefits associated with an Enterprise Program for Hardware Support (“**Agreement**”) are detailed below. Each Customer may choose between Platinum or Premium Support, but not a combination of both.

### 2. Term

When purchased, the term of this Agreement shall be effective for either 1, 3 or 5 years as specified on the quote (“**Term**”). Note that 5-year SKUs are available only to select Customer accounts, whose qualifications will be determined on a case-by-case basis by Palo Alto Networks.

### 3. Features and Benefits of an Enterprise Program for Hardware Support (“**ESA**”)

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

For 1-year Term/SKU	Customer is entitled to support and maintenance on an unlimited number of hardware firewall devices, as long as the new devices are (a) purchased during the Term; and (b) registered to Customer’s account within the Palo Alto Networks support portal.
For 3-year and 5-year Term/SKU	Customer is entitled to support and maintenance on all existing hardware firewall devices plus 120% of the Incremental Devices (defined above), so long as the new devices are (a) purchased during the Term; and (b) registered to Customer’s account within the Palo Alto Networks support portal.

#### 4. Re-purchases

Following expiration of the three or five-year term, a new ESA, if purchased, must be negotiated taking into account:

- a. Customer's existing deployment of hardware firewalls; and
- b. Customer's incremental future needs for the new term.
- c. Any early renewal or recast of the ESA is subject to the then current ESA terms. The customer will be given pro-rata credit for any prepaid unused Term of the existing ESA in the early renewal or recast quote and the new ESA shall be either a new 3- or 5-year term, unless otherwise quoted.

#### 5. True-Forward Add-on SKU; Decommission; Early Renew; Separate Purchase of Support

Customer will be advised of ESA usage via the Customer Support Portal using the consumption dashboard, and once Customer has met or attempts to exceed the 120% of the Incremental Hardware Value, Customer will no longer be entitled to any additional ESA entitlements during the Term unless one of the following options is exercised. For any over-use by Customer that meets or exceeds 120% of the Incremental Hardware Value during the Term, Customer shall have the following options to address such overuse:

- a. True-Forward Add-on SKU - Customer may request a quotation from Palo Alto Networks or its authorized reseller for an Add-on SKU to increase the Incremental Hardware Value during the remainder of the Term. Upon placing a non-cancellable, non-refundable purchase order for such Add-on SKU(s), Customer may add the ESA to additional hardware devices subject to the revised Incremental Hardware Value.
- b. Decommission - Customer may elect to remove a specific list of Palo Alto Networks' hardware devices from the ESA coverage to comply with the 120% Incremental Hardware Value cap, Customer shall remove such devices promptly, but in no event more than ten (10) business days after the over-use. Customer shall utilize the decommissioning process to remove hardware devices from ESA coverage. Upon confirmation of the removal of such identified devices and the customer remaining within the 120% of the Incremental Hardware Value, the Customer may add the ESA for additional hardware devices.
- c. Early Renew During Year 3 or Year 5 - Upon prior approval by Palo Alto Networks, Customer may request to renew early and recalculate the Incremental Hardware Value for a new Term to start at the time of over-use, Customer shall have fifteen (15) business days to notify Palo Alto Networks, initiate the renewal process and request a quotation for such early renewal form Palo Alto Networks or its authorized reseller.
- d. Separate Purchase of Subscriptions - Customer may purchase Support separately for hardware devices that exceed the Incremental Hardware Value. Customer may request for a quotation for such Support from Palo Alto Networks or its authorized reseller.

#### 6. Prisma Access and/or FW Flex Credits Purchase

*This section only applies to ESA Terms of 3 or 5 years. This option is not available for Public Sector customers.*

For new or repurchase ESA contracts, Palo Alto Networks is now offering a new benefit, which may be particularly helpful to those customers whose infrastructure is being moved to the cloud. This one-time option is available to Customer only if Customer has not utilized the ESA at 100% of the Incremental Hardware Value and only to the extent of that under-utilization, provided that the list price of Customer's total new reduced hardware estate does not decrease below \$1.5M (U.S.). There is no extra charge associated with this benefit.

- a. During the Term, if Customer further decommissions existing hardware firewalls, or does not purchase the projected number of Hardware firewalls, the ESA value attached to those Hardware

firewalls can be credited to Customer as pro-rated credits for the remaining Term and used to towards the purchase of Prisma Access and/or FW Flex credits, subject to the limitations of this Section 6. Only the ESA shall be considered to establish the pro-rated credits amount (“Pro-Rated Credits”); the value of Hardware firewalls is expressly excluded. Credits are only available if and at the time that Customer makes a purchase of either Prisma Access or FW Flex up to the amount or over the amount of the Pro-Rated Credits.

- b. Pro-Rated Credits will be available twelve (12) months after the commencement of the Term upon request. Pro-Rated Credits must be used in full at time of purchase and shall only be applied towards a single transaction for Prisma Access or FW Flex during the Term of this Agreement.
- c. Use of Pro-Rated Credits are limited to a purchase of Prisma Access or FW Flex credits. There shall be no cash or other reimbursement for any Pro-Rated Credits except as expressly stated in this Section 6. Further, in order to receive the benefit of the Pro-Rated Credits, Customer must submit a valid, non-cancellable purchase order for Prisma Access or FW Flex to Palo Alto Networks or its authorized reseller. Customer shall be invoiced and responsible for all applicable taxes associated with the purchase of Prisma Access or FW Flex, excluding income or property imposed on Palo Alto Networks.
- d. The ESA coverage shall be reduced accordingly for the remaining Term once Pro-Rated Credits are issued.

**7. IMPORTANT: PALO ALTO NETWORKS 4-HOUR REPLACEMENT SERVICE (aka “4-HR RMA”) IS NOT INCLUDED IN THE ESA PROGRAM.** 4-HR RMA is an optional service that Palo Alto Networks makes available to eligible customers. Eligibility depends upon whether the hardware firewall located at the Customer site sits within a specified range of a Palo Alto Networks service location. Eligibility must be determined, and the service sold, on a per-device basis. When covered, Palo Alto Networks will use commercially reasonable efforts to have replacement hardware delivered to Customer within four hours of issuance of an RMA. 4-HR RMA is not included in the ESA program, but if Customers require 4-HR RMA on eligible devices, then customers must purchase and pay for the service separately; it does not fall within the scope of the ESA program.

## **8. Limitations**

- a. This ESA does not apply to:
  - i. hardware firewalls acquired via merger, acquisition, asset purchase or the like during the Term;
  - ii. any divestiture of assets will not result in any credits or refunds to Customer, and the ESA shall not transfer with any hardware assets transferred as a result of a divestiture of assets;
  - iii. hardware managed by a third party outside of Customer’s account (also known as “managed services”) within the Palo Alto Networks support portal;
  - iv. hardware that Customer has designated to be supported by a third party (also known as “partner-enabled support”);
  - v. inactive hardware that Customer has intentionally let lapse from support and chosen not to renew;
  - vi. software licenses and subscriptions including, but not limited to Cortex, Panorama central management software, Prisma, Threat Prevention, Advanced URL Filtering (this subscription replaces PANDB URL Filtering in ELAs starting October 5, 2021), VM-Series, FW-Flex, and WildFire. Note that the purchase of any Enterprise Agreement does not modify any obligation pursuant to the [Palo Alto Networks End-of-Life Policy](#).

b. Once a purchase order is accepted by Palo Alto Networks it is non-cancellable and non-refundable.

## **9. Compliance with Laws**

Note that there may be specific rules and regulations governing the use of hardware support in certain jurisdictions. Both parties must abide by applicable laws. Customer shall be responsible for all costs resulting from the application of such laws which apply to Customer's use of this ESA including, but not limited to, taxes, fees, penalties, or fines. Palo Alto Networks shall not be liable for such costs.

## **10. Conflict**

This Agreement supplements the terms of the Palo Alto Networks End User Agreement (or equivalent agreement) between Customer and Palo Alto Networks governing use of Palo Alto Networks products. In the event of a conflict, this Agreement shall take precedence, but only with respect to Customer's purchase of this ESA.