

UNIT 42 MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (THE “AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN CUSTOMER (REFERRED TO HEREIN AS “YOU” or “YOUR”), YOUR LEGAL COUNSEL (“COUNSEL”) IF AND, WHERE REFERENCED IN THIS AGREEMENT, SHALL BE BINDING UPON AND APPLICABLE TO YOUR COUNSEL, AND (A) PALO ALTO NETWORKS, INC., 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054, UNITED STATES, IF YOU ARE LOCATED IN NORTH OR LATIN AMERICA; OR (B) PALO ALTO NETWORKS (UK) LTD, 22 BISHOPSGATE, LEVEL 55, LONDON, EC2N 4BQ, ENGLAND, IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA (“PALO ALTO NETWORKS”). THIS AGREEMENT GOVERNS THE UNIT 42 CYBERSECURITY CONSULTING SERVICES PERFORMED BY PALO ALTO NETWORKS PURSUANT TO A SERVICE DESCRIPTION OR SIGNED STATEMENT OF WORK. BY SIGNING THE SOW OR BY ISSUING A PURCHASE ORDER FOR SERVICES DESCRIBED IN A SERVICE DESCRIPTION, YOU AND COUNSEL (IF AND WHERE APPLICABLE) ACCEPT THE TERMS OF THIS AGREEMENT (UNLESS A SEPARATE AGREEMENT HAS BEEN IDENTIFIED IN A STATEMENT OF WORK AS THE GOVERNING DOCUMENT). YOU, COUNSEL (IF AND WHERE APPLICABLE), AND PALO ALTO NETWORKS WILL BE REFERRED TO AS A “PARTY” AND, COLLECTIVELY, AS THE “PARTIES”.

1. DEFINITIONS

- 1.1. “Affiliate”** means any entity that Controls, is Controlled by, or is under common Control with You 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.
- 1.2. “Palo Alto Networks IP”** means all Palo Alto Networks proprietary materials related to the Unit 42 Services, including Threat Intelligence or Threat Actor Data, Palo Alto Networks products and associated data and documentation, which may include but is not limited to indicators of compromise, flow charts, algorithms, adversary information, report templates, know-how, inventions, techniques, models, trademarks, ideas and any and all other tangible and intangible works and materials developed by Palo Alto Networks.
- 1.3. “Deliverables”** shall mean any written materials, documentation or deliverables that Palo Alto Networks specifically creates and provides to You during the performance of the Unit 42 Services as set forth in each SD or SOW. Palo Alto Networks products, services, code and technology are explicitly excluded from Deliverables.
- 1.4. “Unit 42 Services”** means the Unit 42 cybersecurity consulting services provided to You by Palo Alto Networks, which includes, but is not limited to, incident response, risk management, and digital forensic services. Palo Alto Networks products and technology are explicitly excluded from this definition.

2. DESCRIPTION OF UNIT 42 SERVICES / YOUR USE OF COUNSEL

2.1 SOWs and SDs. Palo Alto Networks will provide You with Unit 42 Services upon acceptance of a purchase order for a service description (“SD”) or as agreed in a statement of work executed by the Parties (“SOW”). The Unit 42 Services will be as described in such SD or SOW and pursuant to the terms of this Agreement. This Agreement incorporates any current or future SOWs or SDs. If You are procuring Unit 42 Services on behalf or for the benefit of Your Affiliates, You shall be liable and responsible for ensuring any such Affiliates’ use of the Unit 42 Services complies with the terms of this Agreement.

2.2 Services at the Direction of Counsel. If You are obtaining the Unit 42 Services for the purpose of providing Your legal counsel (“Counsel”) with the requested technical information necessary to provide You with legal advice, including advice in anticipation of litigation or regulatory enforcement action, or in connection with the assessment and management of legal risk, Palo Alto Networks will perform the requested services at the direction of Counsel. All communications to You related to Unit 42 Services shall be directed to the attention of Counsel. All communications, work, Deliverables and Unit 42 Services in connection with this Agreement will be kept confidential and treated in accordance with Counsel’s instructions with respect to maintenance of the attorney-client privilege, attorney work product doctrine, self-evaluative privilege or other applicable legal

privileges or protections, to the extent those protections may apply. The terms and conditions of this Agreement are the proprietary and confidential information of the signers of this Agreement and not intended to be used for other engagements with third parties.

2.3 Authorizations/Consents. You represent and warrant that (i) You have the right to use, disclose, license, disseminate and grant access to the systems, programs, materials, equipment (including drives and media), documents, information and data that You have or will provide access to Palo Alto Networks in order for Palo Alto Networks to perform the Unit 42 Services and prepare the Deliverables (collectively “**Client Assets**”), (ii) You have the right to be in possession of, or are the owner of, all Client Assets furnished to Palo Alto Networks hereunder and such Client Assets are furnished for a lawful purpose, and (iii) to the extent You provide any personal information to Palo Alto Networks for the performance of the Unit 42 Services, You hereby confirm that You have obtained any requisite consents required by applicable laws.

2.4 Forensics/Penetration Testing. For forensic analysis services, You acknowledge that Client Assets may be damaged or infected prior to such analysis services being performed, and Palo Alto Networks does not assume responsibility or liability for pre-existing damage or infection, or further damage resulting from the Unit 42 Services. Any data, especially data restored from unknown sources, may contain viruses or other malware; therefore, You assume sole responsibility to protect Yourself with respect to the receipt of such data and shall advise Your agents and third-party recipients to take similar precautions. For penetration testing services, You acknowledge that such services are intended to probe and exploit system weaknesses which can cause damage to vulnerable systems. You agree that Palo Alto Networks shall not be, and is not, responsible or liable for any resulting damage and You acknowledge that You have been advised to fully back up systems and data and take other measures You deem appropriate given the volatile nature of penetration testing.

3. PAYMENT AND EXPENSES

3.1 Payment Terms. You agree to pay Palo Alto Networks in accordance with the applicable SOW or SD. Payment is due within thirty (30) calendar days after the date of each invoice (unless otherwise stipulated in the quote). All sums due and payable that remain unpaid after the Cure Period (defined in Section 4.2.2. (For Cause) below) will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Your failure to pay Palo Alto Networks in a timely manner will be considered a material breach of this Agreement. The Parties agree to work in good faith to resolve any bona fide disputed invoices. All fees are non-refundable unless otherwise specified. All invoices will be in U.S. Dollars unless otherwise agreed. You agree that in any successful legal action by Palo Alto Networks to obtain payment that is more than six months overdue, You will be liable to Palo Alto Networks for its reasonable attorney’s fees and costs.

3.2 Taxes. Prices quoted are exclusive of all applicable sales, use, value-added, good and services, withholding and other taxes or duties. You will pay or self-assess all applicable taxes and duties assessed in connection with this Agreement and its performance, except for taxes payable on Palo Alto Networks’ net income. Each Party will be responsible for its own income taxes, employment taxes, and property taxes. To the extent that any amounts payable by You are subject to withholding taxes, the amount payable shall be grossed up such that the amount paid to Palo Alto Networks net of withholding taxes equals the amount invoiced by Palo Alto Networks. If You pay any withholding taxes based on payments made by You to Palo Alto Networks hereunder, You will furnish Palo Alto Networks with written documentation of all such tax payments, including receipts and other customary documentation, to demonstrate to the relevant tax authorities that You have paid such taxes. You shall further provide Palo Alto Networks any and all resale or exemption certificates, resale or registration numbers and other documentation required to qualify for a claim or any applicable exemption or exclusion from any taxes that may be imposed in connection with this Agreement and its performance. You will promptly reimburse Palo Alto Networks for any and all taxes that Palo Alto Networks may be required to pay on Your behalf in connection with this Agreement or its performance. Both Parties agree to work in a cooperative manner to resolve any subsequent taxing authority reviews, audits, or other inquiries. If You are located in Australia, the terms in this section shall be binding between You and Palo Alto Networks (Australia) Pty Ltd.

3.3 Expenses. Unless otherwise specified in the applicable SOW, You shall reimburse Palo Alto Networks for all actual and reasonable expenses attributable to the Unit 42 Services performed and incurred by Palo Alto Networks. For the avoidance of doubt, if Your facility is located in the same metropolitan area as that of Palo Alto Networks personnel’s home, then commuting expenses or travel and living expenses incurred by Palo Alto Networks is not reimbursable.

3.4 If, during or after the delivery of the Unit 42 Services, Palo Alto Networks is required to respond to subpoenas or other legal requests relating to the Unit 42 Services, You shall reimburse Palo Alto Networks at

its then current time and materials rates and pay its reasonable attorney's fees and costs, provided that, to the extent permitted by any such subpoena, legal request or actions related to the Unit 42 Services or per applicable law, Palo Alto Networks shall inform You of receipt of any such subpoenas or requests and reasonably cooperate with Your efforts to quash the same.

4. TERM/TERMINATION/STOP WORK

4.1 Term. The initial term of this Agreement is from the Effective Date and shall continue thereafter unless terminated by either Party pursuant to the termination provisions of Section 4.2 (Termination) below.

4.2 Termination.

4.2.1 For Convenience. Either Party shall have the right to terminate this Agreement and any SOWs issued hereunder upon thirty (30) days written notice. If You elect to terminate under this section, You are not entitled to any refund on any prepaid fees or future fees due under any quote, order, or purchasing document, which shall remain due as scheduled.

4.2.2 For Cause. Either Party shall have the right to terminate this Agreement, and/or any SOWs issued hereunder, for cause in the event that (a) the other Party, its officers, employees, or agents, breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days' (or other such period as agreed upon between the Parties, the "**Cure Period**") of receipt of written notice from the terminating Party; or (b) a Party becomes insolvent or subject to control by a trustee, receiver or similar authority.

4.3 Effect of Termination.

4.3.1 Unless otherwise specified in the notice of termination, termination of this Agreement shall not affect any SOW(s) issued hereunder, and this Agreement shall continue in full force and effect with respect to such SOW(s) until their termination or expiration.

4.3.2 Upon termination of each SOW, payment is due for all work performed up to the effective date of termination at the agreed upon prices, fees and expense reimbursement rates unless otherwise set forth in the SOW. Palo Alto Networks shall inform You of the extent to which Palo Alto Networks' performance is completed through such date. At the same time, Palo Alto Networks shall deliver to You whatever portion of the Deliverables have been completed.

4.3.3 You will promptly return to Palo Alto Networks the Palo Alto Networks IP or, upon request by Palo Alto Networks, destroy the Palo Alto Networks IP and all copies thereof, promptly upon Palo Alto Networks' request.

4.4 Survival. All Sections of this Agreement that by their nature should survive termination or expiration will survive, including without limitation, Sections 3 (Payment and Expenses), 4 (Term, Termination, Stop Work), 5 (Intellectual Property), 6 (Confidentiality), 7 (Compliance with Law; Export Control), 8 (Warranties, Indemnity, Liability), and 9 (General). Without limiting the foregoing, termination of this Agreement shall not relieve You of the obligation to pay for Unit 42 Services rendered or goods provided prior to the effective termination date.

4.5 Stop Work. Within twenty-four (24) hours of receiving a written stop work order from You, Palo Alto Networks will stop all work. Work will not resume until Palo Alto Networks receives a written request to resume work. Palo Alto Networks shall inform You in writing, and the Parties agree to negotiate in good faith, if the stop work order adversely affects Palo Alto Networks' estimated price, performance schedule, or any other terms of the applicable SOW.

5. INTELLECTUAL PROPERTY

5.1 Intellectual Property Rights. You acknowledge that Palo Alto Networks may use Palo Alto Networks IP to provide the Unit 42 Services to other clients, and that You (or Counsel, as applicable) may obtain access to certain Palo Alto Networks IP as a result of Palo Alto Networks' performance of its obligations under this Agreement. Palo Alto Networks IP is and shall remain the sole and exclusive property of Palo Alto Networks and Palo Alto Networks shall retain all right, title and interest in and to the Palo Alto Networks IP and all derivative works thereof. Except for the license grant provided in Section 5.2 (Grant of License) and Your underlying and pre-existing intellectual property incorporated into the Deliverables ("**Client IP**"), Palo Alto Networks will own all right, title and interest in and to the Deliverables. You will be and remain, at all times, the sole and exclusive owner of the Client IP and any modification, compilation, derivative thereof. Upon Your request, Palo Alto Networks will promptly return or destroy all Client IP obtained by Palo Alto Networks in connection with the Unit 42 Services.

5.2 Grant of License. Subject to Sections 5.1 (Intellectual Property Rights) and 5.3 (Restrictions) and upon full payment by You, Palo Alto Networks shall grant to You a perpetual, non-revocable, worldwide, non-transferable, non-sublicensable, limited, right and license to use, execute or copy the Deliverables (including any Palo Alto Networks IP contained therein) for Your internal business purposes, including for Permitted Purposes. **“Permitted Purposes”** are for: (i) Your use as needed in litigation or law enforcement/governmental agency investigations arising from the actual or suspected incident for which the Deliverables were created, subject to (a) giving prior notice to Palo Alto Networks to the extent legally permissible and (b) ensuring confidentiality is maintained and all proprietary notices and disclaimers on such Deliverables are retained and protective orders are obtained where applicable; (ii) Your third party information technology and data security infrastructure vendors, to the extent such disclosure is necessary for such vendors to provide services to You; (iii) Your third party auditors as needed to comply with regulatory requirements, and (iv) Your use in connection with due-diligence requirements for any sale of business/merger/change of control transaction, provided any recipient of Deliverables executes an “Acknowledgement of Non Reliance” form supplied by Palo Alto Networks. Prior to any disclosure to third parties described in (ii), (iii), and (iv), You shall ensure that the recipient has signed a nondisclosure agreement with confidentiality and intellectual property protection obligations no less protective than the obligations in this Agreement and shall confirm in writing to such agreement being in place at Palo Alto Networks’ request. Notwithstanding the foregoing, the following are not Permitted Purposes: (X) disclosures of the Deliverables to any generally known competitor of Palo Alto Networks that does not require a need to know in connection with Your internal business purposes; or (Y) any material misrepresentations about the content of the Deliverables. Unless expressly granted, no licenses are implied in this Agreement.

5.3 Restrictions.

5.3.1 You acknowledge that You have no right, and will not, sell, resell, or sublicense all or any portion of the Deliverables (including any Palo Alto Networks IP contained therein) to any third party and You shall not use the Deliverables (including any Palo Alto Networks IP contained therein) to provide services to any third party. Except as expressly provided in Section 5.2 (Grant of License), You agree not to reproduce or modify (or permit any third party on Your behalf to reproduce or modify) all or any portion of the Deliverables (including any Palo Alto Networks IP contained therein).

5.3.2 Nothing contained in this Agreement shall directly or indirectly be construed to assign, transfer, or grant to You any right, title or interest in or to the trademarks, copyrights, patents or trade secrets of Palo Alto Networks or any ownership rights in or to the Palo Alto Networks IP. You shall not cause or permit the reverse engineering, reverse assembly, or reverse compilation of, or otherwise attempt to derive source code from the Palo Alto Networks IP. You shall not create derivative works based upon all or part of the Palo Alto Networks IP.

6. CONFIDENTIALITY

6.1 Confidential Information. **“Confidential Information”** is defined as the non-public information that is exchanged between the Parties, provided that such information is identified as confidential at the time of initial disclosure by the disclosing Party. Any non-public information of any form obtained by either Party or its employees while performing this Agreement, including the results of any services provided by Palo Alto Networks, shall be deemed Confidential Information. Confidential Information shall not include information that is (a) part of or becomes part of the public domain (other than by disclosure by the receiving Party in violation of this Agreement); (b) previously known to the receiving Party without an obligation of confidentiality; (c) independently developed by the receiving Party outside this Agreement; or (d) rightfully obtained by the receiving Party from third parties without an obligation of confidentiality. During the term of this Agreement, each Party, its employees, consultants, or agents, may be exposed to the other Party’s Confidential Information. Each Party agrees to hold the Confidential Information of the other Party in confidence and not to disclose such information to any third parties or to use the information for purposes outside the scope of this Agreement. If requested by the disclosing Party, the receiving Party shall promptly return all Confidential Information as instructed by the disclosing Party or, at the Disclosing Party’s option, shall destroy all such Confidential Information as the disclosing Party may designate, unless such copies are retained by such Party to comply with their respective internal compliance policies only, or in accordance with applicable law or valid order of a court or government agency of competent jurisdiction in which case such Party shall hold any such Confidential Information in accordance with the terms of this Agreement for as long as it maintains the Confidential Information.

6.2 Exceptions. Notwithstanding Section 6.1 (Confidential Information), a Party may disclose the Confidential Information of the other Party to the extent such disclosure is required to comply with applicable

law or the valid order of a court or government agency of competent jurisdiction, provided that: (a) the disclosing Party restricts such disclosure to the maximum extent legally permissible; (b) prior to disclosure and unless prohibited by law, the disclosing Party notifies the Party to whom the Confidential Information belongs as soon as practicable of any such requirement and reasonably cooperates, at the other Party's expense, with any effort to resist disclosure of such information; and (c) notwithstanding such disclosure, the disclosed materials shall in all respects remain subject to the restrictions set forth in this Agreement.

7. COMPLIANCE WITH LAW; EXPORT CONTROL

Each Party shall comply with all laws applicable to it in the performance of this Agreement, including without limitation, the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Unit 42 Services, Deliverables, and any technical data related thereto is not exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by such laws and regulations.

8. WARRANTIES, INDEMNITY, LIABILITY

8.1 Limited Warranty. Palo Alto Networks warrants that the Unit 42 Services will be provided in a professional manner pursuant to industry standards for the same or similar services. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE UNIT 42 SERVICES PERFORMED AND ANY ITEMS FURNISHED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DATA, REPORTS, DOCUMENTATION, DELIVERABLES, HARDWARE AND SOFTWARE OF ANY KIND, AND ANY RECOMMENDATIONS OR CONCLUSIONS CONTAINED THEREIN, ARE PROVIDED "AS IS". PALO ALTO NETWORKS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, THAT THE UNIT 42 SERVICES WILL RENDER YOUR NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS, OR OTHER SECURITY BREACHES OR THE UNIT 42 SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PALO ALTO NETWORKS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

8.2 Exclusive Remedy. Palo Alto Networks' sole obligation and Your sole and exclusive remedy for a breach of Section 8.1 is to re-perform that portion of the Unit 42 Services that did not comply with the warranty; provided, however, that You notify Palo Alto Networks in writing and provide sufficient detail describing the breach of the Limited Warranty within thirty (30) days of delivery of the Unit 42 Services at issue. If after using commercially reasonable efforts Palo Alto Networks is unable to furnish Unit 42 Services that comply with the above warranty, You will be entitled to a refund of the fees paid to Palo Alto Networks for that portion of the Unit 42 Services that did not comply with the warranty.

8.3 Indemnification. Palo Alto Networks agrees to defend You from and against any third-party claim that Palo Alto Networks' provision of the Deliverables infringes any copyright, trade secret, or patent issued as of the Effective Date and will pay You any finally awarded actual costs and/or damages actually paid by You, or agreed to in settlement by Palo Alto Networks, provided that: (i) Palo Alto Networks is promptly notified in writing of such claim; (ii) You grant Palo Alto Networks sole control of the defense and any related settlement negotiations; and (iii) You cooperate with Palo Alto Networks in defense of such claim.

Palo Alto Networks shall have no obligation for any alleged infringement that arises from: (a) the combination, operation, or use of the Deliverables or Palo Alto Networks IP with products, services, information, technologies, or processes not furnished or approved by Palo Alto Networks; (b) modifications to the Deliverables or Palo Alto Networks IP not made or authorized by Palo Alto Networks; (c) failure to permit Palo Alto Networks to update the Deliverables or Palo Alto Networks IP; or (d) use of the Deliverables or the Palo Alto Networks IP except in accordance with the express terms of this Agreement or Palo Alto Networks' written instructions on appropriate use. Upon the occurrence of a claim for which indemnity is or may be due under this Section, or in the event that Palo Alto Networks believes that such a claim is likely, Palo Alto Networks may, at its sole option (i) appropriately modify the Unit 42 Services, the Deliverables, and/or the Palo Alto Networks IP so that it becomes non-infringing, or substitute functionally equivalent Unit 42 Services or Deliverable; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to You and refund to You a portion of the fees paid by You hereunder for the allegedly infringing Unit 42 Service. THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

Except as specifically set forth in this Section 8.3, You agree to defend and indemnify Palo Alto Networks against all third-party claims, damages and costs (including reasonable attorneys' fees and disbursements) arising out of and resulting from: (a) Your negligent acts or omissions as they relate to the Unit 42 Services; (b) Your breach of Sections 2.3 (Authorizations/Consents), 2.4 (Forensics/Penetration Testing), and 5.3 (Restrictions) of this Agreement. Notwithstanding the foregoing, Your defense and indemnification obligations set forth in this Section 8.3 do not apply to any claims arising out of or resulting from Palo Alto Networks' breach of this Agreement, or claims resulting from any acts or omissions by Palo Alto Networks constituting gross negligence, fraud, willful misconduct or unlawful conduct.

8.4 Limitation of liability

8.4.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR LIABILITIES ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY 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 THE UNIT 42 SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT EACH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

8.4.2 DIRECT DAMAGES. EXCEPT AS PROVIDED IN SECTION 8.4.3 (EXCLUSIONS) BELOW, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL LIABILITY OF EITHER PARTY, FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY ARISING OUT OF OR RELATING TO THE UNIT 42 SERVICES, EXCEED THE TOTAL AMOUNT YOU HAVE PAID FOR THE UNIT 42 SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT ON WHICH THE CLAIM IS BASED.

8.4.3 EXCLUSIONS. THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 8.4.2 (DIRECT DAMAGES) SHALL NOT APPLY TO: (I) DEATH OR BODILY INJURY; (II) YOUR BREACH OF SECTIONS 5.2 (GRANT OF LICENSE) OR 5.3 (RESTRICTIONS); (III) A PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 8.3 (INDEMNIFICATION); AND (IV) YOUR PAYMENT OBLIGATIONS FOR THE UNIT 42 SERVICES.

9. GENERAL

9.1 Governing Law. If You are located in North America or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in Santa Clara County, California. If You are located outside North America or Latin America, this Agreement shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts of London, England. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

9.2 Use of Other Palo Alto Networks Products/Services.

9.2.1 Products and Services. You acknowledge and agree that depending on the Unit 42 Services performed, Palo Alto Networks may use its own products including but not limited to Cortex XDR, in the delivery of Unit 42 Services. If the Unit 42 Services require the installation and use of Palo Alto Networks products, You shall facilitate the installation and maintenance thereof and shall provide physical space, electrical power, Internet connectivity and physical access as reasonably determined and communicated to You by Palo Alto Networks. Your use of any Palo Alto Networks' products are subject to the terms of the End User License Agreement located at: https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf unless the Parties have an existing agreement in place that covers Your use of Palo Alto Networks' products.

9.2.2 If You request professional services ("**Services**") in connection with Your use of other Palo Alto Networks products, such Services shall be subject to the Palo Alto Networks Professional Services Agreement located on Palo Alto Networks' website and the applicable SOW or SD.

9.3 Processing of personal data. In the event the Unit 42 Services require processing of personal data, the terms of Palo Alto Networks' Customer Data Processing Addendum ("**DPA**") at https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_d

[ata_processing_addendum.pdf](#) shall apply, unless the Parties have an existing DPA that has been executed after September 27, 2021.

9.4 Threat Intelligence or Threat Actor Data. Palo Alto Networks may use, process and retain Threat Intelligence or Threat Actor Data to provide Unit 42 Services to You, to improve products and services, to develop new products and services, and for threat research purposes. Palo Alto Networks will not disclose, to any unaffiliated third party, Threat Intelligence or Threat Actor Data that could identify You, Your Affiliate(s), Your customer(s), or such parties' personnel except to the extent required to comply with applicable law or valid order of a court or government agency of competent jurisdiction. As used herein, "**Threat Intelligence or Threat Actor Data**" means data generated or collected during Unit 42 Services related to a threat actor and its malicious code, tactics, techniques, and procedures.

9.5 Assignment. Neither Party may assign or transfer this Agreement or any obligation herein 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 herein to its Affiliate, or an entity acquiring all or substantially all assets of Palo Alto Networks, whether by acquisition of assets or shares, or by merger or consolidation without Your consent. Any attempt to assign or transfer this Agreement (except as permitted under the terms herein) 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.

9.6 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 the 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.

9.7 Force Majeure. Palo Alto Networks shall not be responsible for any cessation, interruption, or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, availability of network and telecommunications services or other similar events beyond its reasonable control.

9.8 Independent Parties. Palo Alto Networks and any third-party providing software, equipment or services independently and directly for You or at Your direction and request, in conjunction with this Agreement, if applicable, are independent parties. Neither Palo Alto Networks nor any such third party shall be liable for the other's performance. To the extent Palo Alto Networks uses any subcontractor in the provision of the Unit 42 Services, it shall remain liable for such subcontractor's performance.

9.9 Independent Contractor. The Parties are independent contractors and this Agreement will not establish any partnership, joint venture, employment, franchise or agency between the Parties. Neither Party will have the power to bind the other Party or to incur any obligations on its behalf without the other Party's prior consent. In order to meet its obligations herein, Palo Alto Networks may engage personnel resources whether they are employees, consultants, or subcontractors, provided that Palo Alto Networks is fully and directly responsible for all such resources and such resources are subject to confidentiality and security obligations no less protective than those of set forth in this Agreement. The Unit 42 Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor.

9.10 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.

9.11 Entire Agreement. This Agreement and any SOWs attached hereto set forth the entire understanding and agreement of the Parties and supersede any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. This Agreement shall control over any conflicting provisions of any purchase order or other boilerplate business form, and such conflicting provisions are expressly rejected. This Agreement or any applicable SOW may be amended or changed only by a writing signed by the Parties.