

END USER SUPPORT AGREEMENT (“EUSA”)

THIS EUSA SUPPLEMENTS THE PALO ALTO NETWORKS [END USER AGREEMENT](#) 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; OR (B) PALO ALTO NETWORKS (NETHERLANDS) B.V. AND ITS AFFILIATES, OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM, IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA (“PALO ALTO NETWORKS”). This EUSA sets forth the terms and conditions under which Palo Alto Networks will provide technical support services for the Palo Alto Networks products sold and/or licensed pursuant to the [End User Agreement](#). In the event of a conflict between this EUSA and the End User 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 US, +1.408.738.7799 outside US

1. SUPPORT PLANS AND SERVICES OFFERED

	PLATINUM	PREMIUM	STANDARD
Online Support	Yes – 24x7x365	Yes – 24x7x365	Yes – 24x7x365
Telephone support	Yes - 24x7x365	Yes - 24x7x365	No
Response Times	PLATINUM	PREMIUM	STANDARD
Severity 1 – Critical Product is down, critically affects Customer production environment. No workaround available yet.	≤ 15 minutes	≤ 1 hour	≤ 2 hours
Severity 2 – High Product is impaired, Customer production up, but impacted. No workaround available yet.	≤ 30 minutes	≤ 2 hours	≤ 4 hours
Severity 3 – Medium A Product function has failed, Customer production not affected. Support is aware of the issue and a workaround is available.	≤ 2 hours	≤ 4 hours	≤ 12 hours
Severity 4 – Low Non-critical issue. Does not impact Customer business. Feature, information, documentation, how-to and enhancement requests from Customer.	≤ 4 hours	≤ 8 Business Hours	≤ 48 hours
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

	PREMIUM	STANDARD
Online Support	Yes – 24x7x365	Yes – 24x7x365
Telephone support	Yes - 24x7x365	No
Response Times	PREMIUM	STANDARD
Severity 1 – Critical Product is down, critically affects Customer production environment. No workaround available yet.	≤ 1 hour	≤ 2 hours
Severity 2 – High Product is impaired, Customer production up, but impacted. No workaround available yet.	≤ 2 hours	≤ 4 hours
Severity 3 – Medium A Product function has failed, Customer production not affected. Support is aware of the issue and a workaround is available.	≤ 4 hours	≤ 12 hours
Severity 4 – Low Non-critical issue. Does not impact Customer business. Feature, information, documentation, how-to and enhancement requests from Customer.	≤ 8 Business Hours	≤ 48 hours
Self-help guidance: - Online access to quick-start guides, best practices and training materials (pdf and video). - Online access to knowledge base and Support Portal.	Yes	Yes
Customer Success Team assistance: - Onboarding oversight. - Best practice guidance. - Operational excellence reviews. - Personalized training.	Optional, if eligible	No
Additional Services	PREMIUM	STANDARD
Premium United States Government (“USG”) Success	Yes, if eligible	No
Focused Services including Plus and Elite tiers	Optional, if eligible	No

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 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 <https://live.paloaltonetworks.com>.

“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, 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 <https://support.paloaltonetworks.com>, 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 upon 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 and the following:

- i. Provide technical telephone support on a 24x7x365 basis.
- 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:
 1. You must have a Best Practice Assessment (BPA) completed within the last 3 months.
 2. On the BPA, you must meet minimum security threshold based on industry average in the 7 key feature adoption areas: WildFire, anti-virus, anti-spyware, DNS sinkhole, vulnerability protection, URL Filtering and logging.
 3. You may seek Security Assurance services no more than once per year.

iv. Focused Services:

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

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

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](#).

e. 4-Hour Add-on to Premium or 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 per-device 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 Plans and Premium USG Success Plans. 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 Plan

- 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 Plan

Includes all the benefits of Standard Success Plan and the following:

- i. Provide technical support via telephone on a 24x7x365 basis.
- ii. You must meet the criteria below to be eligible for Customer Success Teams assistance described in section 2 above:
 - A. Prisma Access: You must have at least 2,500 units.
 - B. Prisma Cloud: You must have at least 100 Prisma Cloud credits.
 - C. Cortex XDR: Usage of at least 1,000 XDR agents.

iii. Focused Services:

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

c. Premium USG Success Plan (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.

6. RMA POLICY AND PROCESS

In situations when it is necessary for you to return a Product 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 Product, pursuant to the RMA Process and 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 Product that you wish to return to Palo Alto Networks by contacting Support via telephone, email 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 Product back to Palo Alto Networks. You shall repackage the Product 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 Product to the specified Palo Alto Networks location. You will be responsible for all shipping costs incurred in returning the defective Product to Palo Alto Networks. Products will be repaired (or replaced) and shipped within 10 business days from receipt of the defective Product by Palo Alto Networks. Palo Alto Networks will pay all shipping costs incurred in shipping the repaired or replacement Product 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 Product into your country of destination.

b. Advance Replacement

You shall obtain a RMA number for the Product 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 Product back to Palo Alto Networks. Palo Alto Networks will use commercially reasonable efforts to have a replacement Product delivered to you by the next business day. Palo Alto Networks will pay all shipping costs incurred in shipping the replacement Product to you. Upon receipt of a replacement Product, you shall return the defective Product to Palo Alto Networks in the replacement Product'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 Product within 10 business days after the delivered date of the replacement Product, you will be charged current list price of the replacement Product.

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

You shall obtain a RMA number for the Product 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 have a replacement Product delivered to you within four hours after issuance of the RMA number. You must have an authorized representative available to accept delivery of the replacement Product. 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
- c. 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.

The Palo Alto Networks Product portfolio offers a range of unique support services, such as service level objectives for specific Subscriptions, which may be found [here \(https://www.paloaltonetworks.com/services/support/support-policies.html\)](https://www.paloaltonetworks.com/services/support/support-policies.html). Please refer to the Support Portal for the most current plan descriptions.

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.
- c. 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 agreement will remain in effect for the one, two or other multi-year Support or Success Plan purchased unless earlier terminated as provided below. Palo Alto Networks will send you renewal reminders in advance of the expiration date(s). At the end of such term (and each renewal term thereafter, if any), this agreement will automatically expire unless you renew. Either party may terminate this agreement at any time in the event the other party breaches any material term of this agreement and fails to cure such breach within thirty (30) days following notice from the non-breaching party.

10. NO WARRANTY

Nothing in this agreement shall be construed as expanding or adding to the warranty set forth in the Palo Alto Networks End User 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.

RISK MANAGEMENT

DocuSigned by:

James Johnson

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By: James Johnson

Risk Management Analyst III

Date: 09/14/2022 | 12:53 PM PDT

COUNTY COUNSEL

DocuSigned by:

Matthew M. McOmber

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By: Matthew McOmber

Senior Deputy County Counsel

Date: 09/14/2022 | 2:21 PM PDT

INFORMATION TECHNOLOGY

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Thomas Schreiber

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By: Thomas Schreiber

Chief Information Officer

Date: 09/12/2022 | 2:32 PM PDT