

## NextWave Technology Partner Program Agreement

This NextWave Technology Partner Program Agreement (“**Agreement**”) is made and entered into as of the latter date of execution (“**Effective Date**”) by and between:

Enter Partner Name (“**Partner**”)  
Enter Partner Street name and City  
Enter Partner State, Postal Code and Country

And,

*If Partner is located in North America or Latin America:*

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

*If Partner is located in any country outside North America or Latin America:*

Palo Alto Networks (Netherlands) B.V.  
De Entrée 99-197, Oval Tower, 5<sup>th</sup> Floor  
1101 HE Amsterdam, the Netherlands

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

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

**IN WITNESS WHEREOF**, Parties hereto have caused their respective authorized representatives to execute this Agreement as of the Effective Date.

Palo Alto Networks, Inc.  
 Palo Alto Networks (Netherlands) B.V.  
(to be completed by Palo Alto Networks)

Partner:  
Enter Partner Name

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## 1. DEFINITIONS

"**Background Works**" means any materials (including, but not limited to reports, documents, prototypes, data, drawings, models, code and applications) and any Intellectual Property Rights thereto, which are owned by either Party prior to beginning any Project work under this Agreement; and not generated in the course of any Project under this Agreement.

"**Confidential Information**" is defined in section 6 below.

"**Integration Documentation**" means a technical document drafted by Partner and reviewed and approved by both Parties to be provided to customers and potential customers of both Palo Alto Networks and Partner.

"**Intellectual Property Rights**" means any and all now known or hereafter existing rights associated with intangible property including, but not limited to, registered and unregistered U.S. and foreign copyrights, trademarks, patents, software, know-how and all other proprietary rights however designated.

"**Program Guide**" means the NextWave Technology Partner Program Guide, which describes the program benefits and provides a uniform set of requirements that all partners are subject to in order to maximize customer satisfaction and ensure that integrations are well documented and reviewed by both Parties.

"**Project**" means the actual interoperability testing activities intended to validate that Partner's product(s) perform as described by Partner when tested with the designated Palo Alto Networks product(s); and/or any joint efforts towards a specific Solution undertaken by the Parties under this Agreement.

"**Solution**" means the interoperation of Partner's product(s) in conjunction with the designated Palo Alto Networks product(s), based on criteria mutually agreed between the Parties; and/or any product, software, technology, feature or application and the like produced by either Party to fulfill the objectives under this Agreement.

## 2. INTEROPERABILITY VALIDATION

a. The Parties wish to create interoperability between the products identified in Exhibit A. By participating in the NextWave Technology Partner Program, both Parties agree to adhere to the requirements set forth in the [NextWave Technology Partner Program Guide](#), which terms are incorporated by reference into this Agreement. Within ninety (90) days of the Effective Date, Partner agrees to successfully complete and submit to Palo Alto Networks product interoperability test results in order to validate compatibility between Partner's product(s) and the designated Palo Alto Networks product(s). Palo Alto Networks shall, in its sole and reasonable discretion, determine the success or failure of the interoperability. Interoperability validation shall be confirmed by Palo Alto Networks in writing and shall only apply to the particular programs and/or products that were tested in accordance with the Project.

b. Partner shall use commercially reasonable efforts to document the Solution and the testing process undertaken in an Integration Documentation within thirty (30) days of the successful completion of the interoperability testing. The Integration Documentation shall describe the Solution and the steps outlining interoperability between both Parties' product(s). Partner agrees not to make the Integration Documentation publicly available until after review and written approval by Palo Alto Networks.

c. As a pre-requisite to launching the Solution, Partner must also complete the requirements set forth in the Program Guide including, but not limited to, creating a solution brief, registering with TSANet, and other parameters set forth in or referenced in section 4 of the Program Guide.

d. When a Solution is produced under this Agreement, the Party that owns the Solution, as determined by reference to section 9 below, will use commercially reasonable efforts to identify beta test sites for the Solution.

e. If, subsequent to achieving interoperability validation with respect to a product, either Party issues a new release of their respective product which incorporates new features and/or functionality prompting assignment of a new

name or new release number (as commonly signified by a change in the numeral to the left of the decimal point in the product version number, or other similar designation) to the product(s), Partner shall, within 90 days, complete product interoperability testing with the new product version(s) order to validate compatibility between such version(s) and the latest release of the designated Palo Alto Networks product(s).

f. During the course of their relationship, each Party may have opportunity to provide feedback to the other Party regarding the other Party's products. Each Party hereby assigns to the other Party all rights, title to and interest to such feedback it supplies to the other Party, including all Intellectual Property Rights therein. Each Party agrees to assist the other with and sign any and all documentation to secure those rights.

g. Either Party may engage subcontractors to perform its obligations under this Agreement provided that each Party remains fully responsible and liable for the performance of its subcontractors. Each Party shall bind its subcontractors to terms and conditions necessary to ensure such subcontractor's compliance with the duties and obligations in this Agreement.

### **3. FEES AND TAXES**

a. Partner shall pay fees (if any) only where specified in the current Program Guide. Such fees may include, but are not limited to, fees charged by third parties to facilitate technical support activities (e.g., TSANet), or to certify Partner software or for Partner to receive additional services.

b. Where applicable, Palo Alto Networks' fees are exclusive of all sales, use, value-added, good and services, withholding and other taxes or duties. Partner will pay or self-assess all taxes and duties assessed in connection with this Agreement and its performance, except for taxes payable on Palo Alto Networks' net income. Partner will provide Palo Alto Networks with appropriate resale certificate numbers, VAT registration numbers and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any taxes or duties. However, if Palo Alto Networks is required to pay taxes or duties on Partner's behalf in connection with this Agreement or its performance, then Partner shall promptly reimburse Palo Alto Networks. To the extent that any amounts payable by Partner are subject to withholding taxes, the fee payable shall be grossed up by Partner when Partner remits payment such that the amount paid net of withholding taxes equals the fee invoiced by Palo Alto Networks. If Partner pays any withholding taxes based on the payments made by Partner to Palo Alto Networks hereunder, Partner 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 such taxes have been paid by Partner. Palo Alto Networks will issue a VAT invoice to the Partner if required by applicable law.

### **4. SALES AND MARKETING ACTIVITIES**

Once interoperability has been achieved pursuant to section 2 above, the Parties shall develop qualified sales opportunities by promoting the Solutions created under this Agreement. Partner and Palo Alto Networks agree that each will make commercially reasonable efforts to undertake the following sales and marketing activities:

- i. Representation of the alliance and completed Solution(s) on both Parties' websites.
- ii. Upon completion of Partner-created Solution, Partner may make use of the Palo Alto Networks logo.
- iii. Use of Partner's logo, upon approval by Partner, on Palo Alto Networks' "Partner Wall" in Palo Alto Networks' large trade show booth as space permits.
- iv. Commitment to maintain and refresh marketing materials as needed.

Both Parties agree to remain open to engaging in other marketing activities that promote sales opportunities where warranted. Each Party shall obtain the other Party's prior written approval for all publicity concerning the other Party including, but not limited to, any press release, marketing statements or sales materials, regardless of digital,

print, online, or social media formats. All use of a Party's product/service name, logo or company name by the other Party is subject to the other Party's prior written approval and trademark usage guidelines.

## 5. CUSTOMER SUPPORT

Each Party will use commercially reasonable efforts to troubleshoot issues identified by its customer to determine if the source of the problem is related to Partner's product or Palo Alto Networks' product. If Partner's technical support organization reasonably determines that the source of the problem is due to Palo Alto Networks' product, then Partner will instruct its customer to contact Palo Alto Networks for support. If Palo Alto Networks' technical support organization reasonably determines that the source of a problem is due to Partner's product, then Palo Alto Networks will instruct its customer to contact Partner for support. Each Party, in its sole discretion, may require such customer to have an active technical support agreement in place for the affected product. Each Party shall use its own then-current published customer support response times to fulfill its respective obligations herein. Notwithstanding any of the above, both Parties agree that customer satisfaction is paramount and therefore agree to work jointly to resolve integration issues identified by the customer.

## 6. CONFIDENTIAL INFORMATION

- a. **"Confidential Information"** means nonpublic information that either Party discloses, or has disclosed, to the other which is designated as being confidential or proprietary, or which is of a nature or presented under circumstances that would cause one to reasonably conclude it should be treated as confidential. Confidential Information includes, without limitation, information relating to either Party's inventions, intellectual property, research, testing results, released or unreleased products or services, marketing or promotion of any products or service, contracts, business plans, policies and practices, and information received from others that either Party is obligated to treat as confidential.
- b. Confidential Information does not include any information that:
  - i. is or subsequently becomes publicly available without the receiving party's breach of any obligation of confidentiality owed to the disclosing party;
  - ii. became known to the receiving party while not in violation of any obligation of confidentiality at the time it was communicated to the receiving party prior to disclosure of such information by the disclosing party;
  - iii. became known to the receiving party from a source other than the disclosing party hereunder, other than by breach of an obligation of confidentiality owed to the disclosing party; or
  - iv. is independently developed by the receiving party without the use of any Confidential Information received from the disclosing party.
- c. Each Party expressly acknowledges that the Confidential Information of the other Party consists of trade secrets and proprietary information having significant commercial value, and that knowledge of all or any part of the Confidential Information would potentially yield a competitive advantage over others not having such knowledge. Accordingly, neither Party will disclose the Confidential Information of the other Party to any third party except to the receiving party's directors, employees, or consultants to the extent necessary to carry out the purposes of this Agreement, provided that all such recipients are obligated by a written agreement of confidentiality substantially similar to that described herein. Each Party will take such steps as may be reasonable in the circumstances, or as may be reasonably requested by the other Party to prevent any unauthorized disclosure, copying or use of the Confidential Information by such third parties. Each Party may also disclose Confidential Information to the extent required by judicial or governmental order or as necessary to comply with any applicable law or regulation governing regulated businesses or the issuance of securities to the public, provided that the Party making the

disclosure gives the other Party reasonable notice prior to such disclosure and, in the case of a judicial or governmental order, complies with any applicable protective order or equivalent.

d. Each Party will promptly return all originals, copies, reproductions and summaries of Confidential Information at the other Party's request. Each Party acknowledges that monetary damages may not be a sufficient remedy for the unauthorized disclosure of Confidential Information of the other Party, and the disclosing party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## **7. TERM AND TERMINATION**

The term of this Agreement shall be one (1) year. The term will automatically renew for consecutive one (1) year term(s) unless otherwise terminated in accordance with this section. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. Palo Alto Networks reserves the right to terminate this Agreement based on Partner's continued failure meet the program requirements set forth in the Program Guide despite having provided Partner with reasonable notice to remediate such failure. Upon expiration or termination of this Agreement:

- i. all rights and obligations granted to each Party by the other hereunder shall immediately cease;
- ii. neither Party shall have the right to represent itself as a partner of the other Party;
- iii. each Party shall remove all references of the other Party from its website and marketing materials, and shall cease all use of the other Party's trademarks; and
- iv. within ten (10) days, each Party shall return to the other Party products in its possession that was supplied by the other Party for purposes of this Agreement.

## **8. LIMITED LICENSE AND USE RESTRICTIONS**

a. Subject to the terms and conditions contained herein, including the confidentiality obligations set forth in section 6, each Party (in such case, "**Licensor**") grants to the other Party ("**Licensee**") a non-exclusive, non-transferable, non-sublicensable, limited license to use the Licensor's products (including APIs) delivered pursuant to section 2 above solely for Licensee's internal use in making its product(s) compatible with Licensor's product(s) directly in furtherance of the Solution(s) and to fulfill the objectives under this Agreement. Unless expressly permitted by Licensor, Licensee may not use Licensor's products for production or commercial purposes or to test a competitive product. This Agreement will govern all uses of each Party's products by the other Party and supersedes any other license agreement which may be packaged with a Palo Alto Networks product or a Partner product.

- b. Palo Alto Networks and Partner each agree that it will not, nor will it permit any third party to:
- i. use the other Party's products in any manner not authorized by the user or product documentation accompanying such products;
  - ii. rent, lease, transfer, sublicense, sell, assign or distribute the other Party's products or any parts thereof to any third party;
  - iii. provide access to or otherwise make the products or the functionality of the other Party's products available to any third party through any means, including without limitation, by uploading the product to a network or file-sharing service or through any hosting, application services provider, service bureau or other type of service.
  - iv. modify, translate, adapt or create derivative works from the other Party's products, in whole or in part;

- v. disassemble, decompile, reverse engineer or otherwise attempt to derive the source code, methodology, analysis, or results of the other Party's products, in whole or in part, unless expressly permitted by applicable law in the jurisdiction of use despite this prohibition;
- vi. reproduce or duplicate the other Party's product, its methodology, analysis, or results except for the specific purpose of making a reasonable number of archival or backup copies, and provided in both cases that the Party reproduce in the copies the copyright and other proprietary notices or markings that appear on the original copy of the product (if any) as delivered;
- vii. disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that a Party (or a third party contracted by the Party) runs on the other Party's products, in whole or in part;
- viii. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other such marks on or within the other Party's product;
- ix. use the other Party's product 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;
- x. interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the other Party's product, their related systems or networks, or any third-party data contained therein;
- xi. transfer, sublicense, or assign a Party's rights under this Agreement to any other person or entity, unless expressly authorized by the other Party in writing;

c. Partner or its licensors own all Intellectual Property Rights to Partner's products including those related to the design, manufacture, operation or service of Partner's products. Palo Alto Networks has no rights with respect to Partner's products or Partner's Intellectual Property Rights except as expressly set forth herein. Palo Alto Networks shall not remove, alter, cover, or obfuscate any licenses, copyright notices, trademarks or other proprietary rights notices placed or embedded by Partner or its licensors on or in any Partner products or documentation. Any open source software that may be provided with products (including APIs) is distributed under the terms and conditions of the open source software license accompanying the open source software or set forth in the open source licenses file accompanying the product.

d. Palo Alto Networks or its licensors own all Intellectual Property Rights to Palo Alto Networks' products including those related to the design, manufacture, operation or service of Palo Alto Networks' products. Partner has no rights with respect to Palo Alto Networks' products or Palo Alto Networks' Intellectual Property Rights except as expressly set forth herein. Partner shall not remove, alter, cover, or obfuscate any licenses, copyright notices, trademarks or other proprietary rights notices placed or embedded by Palo Alto Networks or its licensors on or in any Palo Alto Networks products or documentation.

## **9. INTELLECTUAL PROPERTY RIGHTS**

a. Ownership of Background Works. Each Party shall continue to own all right, title and interest to its Background Works. All materials pertaining to Background Works (including, but not limited to, reports, documents, prototypes, data, drawings, models, code, applications) and any Intellectual Property Rights thereto which are submitted by a Party to the other for the performance of this Agreement shall remain the submitting Party's property. It is expressly understood that neither Party shall use such Background Works belonging to the other Party except to fulfill its obligations under this Agreement and for no other purpose.

b. Distribution Rights and License Grant for Solutions Produced by Palo Alto Networks (if applicable). With respect to the creation of any Solution by Palo Alto Networks and subject to each Party's rights under section 8a:

i. if Partner has not provided material creative or developmental input therein (including without limitation provision of proprietary information), then such Solution shall be deemed the sole property of Palo Alto Networks; or

ii. if Partner has provided material creative or developmental input therein (including without limitation provision of proprietary information), then such Solution shall be deemed the sole property of Palo Alto Networks with Partner having a nonexclusive, non-transferable license to make, use, sell, distribute and otherwise exploit such Solution upon terms mutually acceptable to both Parties.

This section 9b shall apply only if distribution of the Solution (or part thereof) is required in order to achieve product interoperability.

c. Distribution Rights and License Grant for Solutions Produced by Partner (if applicable). With respect to the creation of any Solution by Partner and subject to each Party's rights under section 8a:

i. if Palo Alto Networks has not provided material creative or developmental input therein (including without limitation provision of proprietary information), then such Solution shall be deemed the sole property of Partner; or

ii. if Palo Alto Networks has provided material creative or developmental input therein (including without limitation provision of proprietary information), then such Solution shall be deemed the sole property of Partner with Palo Alto Networks having a nonexclusive, non-transferable license to make, use, sell, distribute and otherwise exploit such Solution upon terms mutually acceptable to both Parties. This section 9c shall apply only if distribution of the Solution (or part thereof) is required in order to achieve product interoperability.

d. Neither Party shall transfer or license the rights granted under this Agreement, or any portion thereof, to a competitor of the other Party.

## **10. LIMITED WARRANTY AND LIMITATION OF LIABILITY**

Each Party warrants to the other that it has full power and authority to enter into this Agreement. Each of the Palo Alto Networks product(s) and the Partner product(s) is provided AS IS, without warranty, express or implied, including but not limited to any implied warranty of merchantability, non-infringement of third-party rights, fitness for a particular purpose and any warranty arising from course of dealing or performance. The liability of each Party and its licensors to the other Party or any third party arising from the license or use of the product(s), however caused, and on any theory of liability, including contract, strict liability, negligence or other tort, shall be limited to direct damages not to exceed \$1,000. In no event will a Party or its licensors be liable for any indirect, moral, incidental, special, economic, cover, exemplary, punitive or consequential damages, including damages for loss of profits, revenue, business opportunities, goodwill, data or data use (including loss of use or of data, loss or inaccuracy or corruption of data), time or computer programs; products liability; or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages. Notwithstanding anything in this section 10 to the contrary, these limitations shall not apply to breach of confidentiality or misappropriation of Intellectual Property Rights. These limitations will apply notwithstanding the failure of the essential purpose of any remedy. The above limitations may not apply in certain jurisdictions, but in such jurisdictions, liability shall be limited to the fullest extent permitted by law.

## **11. DATA PROTECTION**

a. Definitions. Terms used in this Data Protection section that are specifically defined in the General Data Protection Regulation (EU) 2016/679 ("GDPR") shall have the same meaning as set forth in the GDPR.

- b. Independence of the Parties. There is no controller-processor relationship between Palo Alto Networks and Partner with regard to Palo Alto Networks customers' Personal Data or personal data of users of the Partner app.
- c. Controller Obligations. The parties acknowledge that their respective responsibilities as controllers are determined by applicable laws, including European Union or Member State law.
- d. Compliance with Laws. Each Party will comply with their respective legal obligations regarding Personal Data processing.
- e. Compliance with Privacy and Security Requirements in Program Guide. Partner will maintain compliance with the privacy and security requirements outlined in the Program Guide throughout the Partner's participation in the Program. Partner will not bypass or violate the privacy and security protections outlined in the Program Guide.
- f. Cross-border Data Transfer. In the event the operation of the Partner App requires the transfer of Personal Data from the European Economic Area to a country that does not provide adequate data protection safeguards, the Partner agrees to put in place an adequate data transfer mechanism, including executing Standard Contractual Clauses, as needed.
- g. Contact Point for Data Protection. Submit data protection questions to [gdprinfo@paloaltonetworks.com](mailto:gdprinfo@paloaltonetworks.com).

## **12. ADDITIONAL TERMS APPLICABLE TO CORTEX ECOSYSTEM ONLY:**

- a. Description. Cortex extends Palo Alto Networks product capabilities through a suite of APIs and a SDK that are made available to qualified Partners. Partners are given the opportunity to build and offer Partner-developed products ("App" or "Apps") to solve any number cybersecurity challenges.
- b. Adherence to Privacy and Security Requirements. It is imperative that Partner adheres to the privacy and security requirements set forth in the Program Guide throughout Partner's participation in the Program. Any non-conformance of such requirements shall be deemed a material breach under this Agreement. As a pre-requisite to launching an App, Partner must acknowledge to Palo Alto Networks that Partner has developed the App in strict conformance to the latest privacy and security requirements set forth in the Program Guide. Failure to do so will result in revocation even if the App had already been published on Cortex.
- c. Review of Partner Apps. Palo Alto Networks reserves the right, upon request, to review Partner's Apps that Partner has made or intends to make commercially available on Cortex. Partner will support audit and investigation of the App as may be required for security certification, evaluation, testing, support, or other processes described in the Program Guide. Partner will provide Palo Alto Networks with reasonable access to its products for such purposes within a reasonable time following such request.
- d. App Support Obligations. For purposes of support obligations between the Parties, support means general telephone and email support to assist Partner during development of Apps. Support excludes (a) development or modification of any component of Partner App(s); (b) development or modification to Palo Alto Networks products; (c) quality assurance testing of any kind; and (d) end user support of any kind. Partner shall be responsible for providing technical support of its App(s) to customers.
- e. Intellectual Property Indemnification. Partner shall defend and indemnify Palo Alto Networks from and against any third-party claim alleging that the use of Partner Apps infringes or misappropriates a third party's intellectual



property right, so long as Palo Alto Networks gives Partner prompt notice of such claim, control over the defense of such claim, and reasonable assistance at Partner's expense. Partner shall have no liability under this section to the extent the claim arises from the combination of Partner Apps used in conjunction with Palo Alto Networks APIs, if the claim would not have occurred but for the combination. Liability arising from this section 12 shall be deemed misappropriation of intellectual property rights for purposes of the limitation of liability in section 10.

### **13. ASSIGNMENT**

Neither Party may transfer or assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided that no consent shall be required in the event of a transfer or assignment by a Party to its parent or subsidiary or to a successor in interest or to the acquirer of all or substantially all of its assets, whether by acquisition of assets or shares, or by merger or consolidation, where such acquirer is not a direct competitor of the non-assigning Party. Subject to the foregoing sentence, this Agreement will be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

### **14. GENERAL**

a. The Parties to this Agreement are independent contractors and no agency, partnership, joint venture, or other legal entity is created or intended to be created by this Agreement.

b. Nonperformance by either Party will be excused to the extent that performance is rendered impossible by strike, fire, flood, riots, terrorism, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party and not caused by the negligence of the non-performing Party.

c. All notices which are required to be given pursuant to this Agreement shall be in writing and shall be sent by overnight courier with receipt acknowledged, or by email with a copy thereof sent by overnight courier. Notices shall be deemed to have been given at the time delivered and shall be addressed and directed to the attention of the Legal departments of both Palo Alto Networks and Partner.

d. This Agreement, including the Program Guide, states the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, and communication between the Parties with respect to the subject matter hereof. This Agreement may be amended or modified only in a writing agreed to and signed by the authorized representatives of the Parties. In the event of a conflict between the terms in this Agreement and the terms in the Program Guide, the terms herein shall take precedence.

e. The exercise by either Party of any of its remedies will be without prejudice to any other remedies under this Agreement or otherwise. The failure of either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. 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.

f. If Partner is located in North 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 shall be brought exclusively in the state or federal courts located in Santa Clara, California, or the Northern District of California, as applicable, and the Parties hereby irrevocably consent to the personal jurisdiction and venue of these courts. If Partner is located outside North or Latin America, this

Agreement shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively before the District Court of Amsterdam, the Netherlands, and the Parties hereby irrevocably consent to the personal jurisdiction and venue of these courts.

g. If any litigation, proceeding or arbitration is commenced to enforce any provision of this Agreement or to seek a declaration of the rights of the Parties hereunder or as a result of any breach or threatened breach of any provision of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all of its costs and expenses incurred in connection with such litigation, proceedings or arbitration, including reasonable attorneys' fees.

h. Each Party shall be responsible for complying with all applicable laws in connection with its use of the products including, but not limited to, U.S. Export Administration Regulations, any other export laws, restrictions, and regulations to ensure that the products 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.

i. The provisions of sections 6, 9(b)-(d), 11 and 12 of this Agreement, and any other provisions not enumerated herein which by their nature are intended to survive expiration or termination, shall survive the expiration or termination of this Agreement. The provisions of section 6 shall survive the expiration or termination of this Agreement for five (5) years.

## EXHIBIT A

### Product Interoperability Schedule

This Exhibit A (“**Product Interoperability Schedule**”) supplements the Technology Partner Program Agreement to specify which of Partner’s product(s) identified below will be permitted to be integrated with the corresponding Palo Alto Networks product(s) selected. If no Partner product has been identified below, then the presumption shall be that the parties intend to achieve interoperability between the selected Palo Alto Networks product(s) and any and all Partner product(s).

Palo Alto Networks Product[s]	Partner Product[s]
<p>Prisma</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Prisma Access</li> <li><input type="checkbox"/> Prisma Cloud</li> <li><input type="checkbox"/> Prisma Cloud Compute Edition</li> <li><input type="checkbox"/> Prisma SaaS</li> <li><input type="checkbox"/> Other:Click or tap here to enter text.</li> </ul>	<p>Partner product:</p> <p>Click or tap here to enter text.</p>
<p>Cortex</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> AutoFocus</li> <li><input type="checkbox"/> Cortex Data Lake</li> <li><input type="checkbox"/> Cortex XDR</li> <li><input type="checkbox"/> Cortex XSOAR</li> <li><input type="checkbox"/> Other:Click or tap here to enter text.</li> </ul>	<p>Partner product:</p> <p>Click or tap here to enter text.</p>
<p>Strata</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> App-ID</li> <li><input type="checkbox"/> Content-ID</li> <li><input type="checkbox"/> DNS Security Service</li> <li><input type="checkbox"/> GlobalProtect</li> <li><input type="checkbox"/> Next Generation Firewalls</li> <li><input type="checkbox"/> Panorama</li> <li><input type="checkbox"/> Threat Prevention</li> <li><input type="checkbox"/> VM-Series</li> <li><input type="checkbox"/> WildFire</li> <li><input type="checkbox"/> Zingbox</li> <li><input type="checkbox"/> Other:Click or tap here to enter text.</li> </ul>	<p>Partner product:</p> <p>Click or tap here to enter text.</p>