

## PALO ALTO NETWORKS NEXTWAVE PARTNER PROGRAM MASTER AGREEMENT

PLEASE READ CAREFULLY

PLEASE READ THIS PALO ALTO NETWORKS NEXTWAVE PARTNER PROGRAM MASTER AGREEMENT (“AGREEMENT”) BEFORE REGISTERING AS A PALO ALTO NETWORKS NEXTWAVE PARTNER PROGRAM MEMBER.

BY REGISTERING WITH PALO ALTO NETWORKS, INC. (“PALO ALTO NETWORKS”) AND CLICKING ‘ACCEPT’, YOU CONSENT AND AGREE, ON BEHALF OF YOURSELF AND THE ORGANIZATION (AS “NEXTWAVE PARTNER PROGRAM MEMBER”) YOU REPRESENT, TO BE BOUND BY THIS AGREEMENT.

ACCEPTANCE: By clicking the ‘accept’ options in the registration process, NextWave Partner Program Member warrants that it has full corporate power and authority to enter into this agreement, that it has read and understands this agreement and has had sufficient opportunity to consult with counsel, prior to agreeing to the terms herein and submitting its registration.

Palo Alto Networks’ acceptance of NextWave Partner Program Member’s application or any order shall be contingent on (i) NextWave Partner Program Member acceptance of the terms herein; and (ii) Palo Alto Networks approval of NextWave Partner Program Member’s application.

### 1. DEFINITIONS

1.1. **“Confidential Information”** means: (i) any proprietary or non-public information of a party, including, without limitation, any information relating to a party’s current and planned products and services, technology, know-how, designs, finances, accounts, manufacturing, customer lists, business forecasts and marketing plans; (ii) any other information of a party that is disclosed in writing and is conspicuously designated as “Confidential” at the time of disclosure or that is disclosed orally, is identified as “Confidential” at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days of any such disclosure; and (iii) the specific terms and pricing set forth in this Agreement.

1.2. **“Distributor”** means any entity licensed by Palo Alto Networks to distribute Palo Alto Networks Product(s) to NextWave Partner Program Member Program Member.

1.3. **“Documentation”** means operating manuals, user instructions, technical literature and other written materials ordinarily provided by Palo Alto Networks with Palo Alto Networks Products.

1.4. **“End User(s)”** means a party that acquires Palo Alto Networks Products for such party’s own use and not for further distribution or resale.

1.5. **“Intellectual Property Rights”** means patent rights, copyrights, trade secrets, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.6. **“Marks”** means the Palo Alto Networks trademarks, service marks, trade names and logos specified in Palo Alto Networks NextWave Partner Program Portal.

1.7. **“Palo Alto Networks EULA”** means Palo Alto Networks’ form of end user software license agreement at Palo Alto Networks NextWave Partner Program Portal, as may be modified from time to time by Palo Alto Networks.

1.8. **“Palo Alto Networks NextWave Partner Program Portal”** means the Palo Alto Networks NextWave Partner Program website located at <http://partner.paloaltonetworks.com>. The Palo Alto Networks NextWave Partner Program Portal shall contain guidelines and any updates pertaining to the Palo Alto Networks NextWave Partner Program.

1.9. **“Palo Alto Networks Products”** means the means the Palo Alto Networks software, hardware or services which NextWave Partner Program Member Program Member is licensed to market in accordance with the terms of this Agreement, and includes, if applicable, management of product on behalf of an End User.

1.10. **“Territory”** means the countries or other geographical locations communicated to NextWave Partner Program Member upon completion of the NextWave Partner Program Member registration process.

## 2. APPOINTMENT

2.1. Appointment. Subject to NextWave Partner Program Member's compliance with the terms and conditions of this Agreement, Palo Alto Networks hereby appoints NextWave Partner Program Member, and NextWave Partner Program Member accepts such appointment, as an independent non-exclusive reseller of the Palo Alto Networks Products. The foregoing appointment authorizes NextWave Partner Program Member to purchase Palo Alto Networks Products from a Distributor of Palo Alto Networks for resale and distribution only to end users located in the Territory. This Agreement is non-exclusive and Palo Alto Networks may therefore supply Products to third parties in the Territory. NextWave Partner Program Member will not market, promote or solicit orders for the Palo Alto Network Products outside of the Territory, provided, that the foregoing does not restrict NextWave Partner Program Member from advertising the Palo Alto Networks Products in media that is distributed both within and outside of the Territory.

2.2. NextWave Partner Program Member acknowledges and agrees that all Palo Alto Networks Products sold or provided to any End Users either are: (i) subject to the Palo Alto Networks EULA; or (ii) subject to terms no less protective of Palo Alto Networks' interests than the Palo Alto Networks EULA.

2.3. Distribution of Software. Palo Alto Networks licenses and does not sell any software. Use of terms such as "purchase," "sell" and "resell" when used in reference to the Palo Alto Networks Products means the "purchase," "sale" or "resale" of a license to use any software that comprises or is included in a Palo Alto Networks Product ("**Software**"). Subject to NextWave Partner Program Member's compliance with the terms and conditions of this Agreement, Palo Alto Networks hereby grants to NextWave Partner Program Member a non-exclusive, non-transferable license to resell and distribute the Software, only to end users located in the Territory, and only for use by such end users in conjunction with the Palo Alto Networks Products with which the Software is delivered. All Software will be licensed to End Users pursuant to the Palo Alto Networks EULA. NextWave Partner Program Member will notify Palo Alto Networks promptly of any breach of the Palo Alto Networks EULA and will assist Palo Alto Networks to enforce the term and conditions thereof.

2.4. Restrictions on Software. NextWave Partner Program Member acknowledges that the Software contains trade secrets of Palo Alto Networks, and, in order to protect such trade secrets and other interests that Palo Alto Networks may have in the Software, NextWave Partner Program Member agrees not to disassemble, decompile or reverse engineer the Software or permit any third party to do so, except, and solely to the extent, if any, that applicable local law requires that such activities be permitted. Except as expressly permitted under this Agreement, NextWave Partner Program Member will not: (i) copy or modify the Software; (ii) use, sublicense, distribute or otherwise transfer the Software; or (ii) provide or make the functionality of the Software available to third parties by means of hosting, application services provider, service bureau, or any other type of services. Palo Alto Networks reserves all right, title and interest in and to the Software not expressly granted by Palo Alto Networks under this Agreement.

2.5. Trademark License. Subject to NextWave Partner Program Member's compliance with the terms and conditions of this Agreement, Palo Alto Networks grants to NextWave Partner Program Member a non-exclusive and non-transferable license to use the Marks, during the term of this Agreement, solely in connection with the marketing, promotion, sale and distribution of the Palo Alto Networks Products, except that NextWave Partner Program Member shall not register any domain name containing the Mark. Any such use of a Mark by NextWave Partner Program Member must correctly attribute ownership thereof to Palo Alto Networks and must be in accordance with applicable law and Palo Alto Networks' then-current trademark usage guidelines. Upon Palo Alto Networks' request, NextWave Partner Program Member will submit to Palo Alto Networks for approval any advertising, marketing or promotional materials in which NextWave Partner Program Member plan to use a Mark. Palo Alto Networks' approval shall not be unreasonably withheld or delayed. NextWave Partner Program Member will not remove or obscure any Marks on or in the Palo Alto Networks Products as delivered to NextWave Partner Program Member, and will not attach any additional trademarks, logos or trade designations on or to the Palo Alto Networks Products. NextWave Partner Program Member acknowledges and agrees that Palo Alto Networks owns the Marks and that any and all goodwill that is created by or that result from NextWave Partner Program Member's use of a Mark hereunder inures solely to the benefit of Palo Alto Networks. NextWave Partner Program Member will at no time contest or aid in contesting the validity or ownership of any Mark or take any action in derogation of Palo Alto Networks' rights therein, including, without limitation, applying to register any trademark, trade name or other designation that is confusingly similar to any Mark.

### 3. NEXTWAVE PARTNER PROGRAM MEMBER OBLIGATIONS

3.1. Qualifications. In addition to the rights and responsibilities set forth in this Agreement, NextWave Partner Program Member agrees to comply with the policies and criteria (corresponding to its assigned NextWave Partner Program Member level) established by Palo Alto Networks for the NextWave Partner Program Member Program, as set forth at NextWave Partner Program Portal. Palo Alto Networks may change such policies and criteria from time to time as it sees fit. It shall be the sole responsibility of NextWave Partner Program Member to check the NextWave Partner Program Portal for updates.

3.2. Marketing and Promotion. NextWave Partner Program Member will aggressively market and promote the Palo Alto Networks Products to Resellers in the Territory in accordance with the terms of this Agreement. From time to time, Palo Alto Networks will provide NextWave Partner Program Member, at no cost, with electronic files of marketing collateral to enable NextWave Partner Program Member to market and promote the Palo Alto Networks Products. NextWave Partner Program Member may not modify any such marketing collateral without Palo Alto Networks' prior written consent.

3.3. Business Conduct. NextWave Partner Program Member will: (i) avoid deceptive, misleading or unethical practices; (ii) conduct business in a manner that reflects favorably on the Palo Alto Networks Products and the good name, goodwill and reputation of Palo Alto Networks; and (iii) make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the Palo Alto Networks Products that are inconsistent with the literature distributed by Palo Alto Networks.

3.4. Packaging. NextWave Partner Program Member will distribute the Palo Alto Network Products unmodified and with all packaging and license agreements, limited warranty statements and proprietary rights statements intact as received from Palo Alto Networks.

### 4. RECORDS

4.1. Records. During the term of this Agreement and for a period of three (3) years after any termination or expiration thereof, NextWave Partner Program Member will maintain complete and accurate books, records and accounts relating to the distribution of the Palo Alto Networks Products and will permit Palo Alto Networks' authorized representatives to examine them on reasonable prior notice.

### 5. EXPORT COMPLIANCE

Export Compliance and Foreign Reshipment Liability. Each Party shall comply with all applicable laws and regulations in connection with its performance under the Agreement. Without limiting the generality of the foregoing, each Party agrees to comply with all export regulations ("**Export Control**"). Regardless of any disclosure made by NextWave Partner Program Member to Palo Alto Networks of an ultimate destination of the Palo Alto Networks Products or Documentation (or portions thereof) supplied by Palo Alto Networks ("**Palo Alto Networks Technology**") and, notwithstanding anything contained in the Agreement to the contrary, NextWave Partner Program Member will not:

(i) modify, export, or re-export, either directly or indirectly, any Palo Alto Networks Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control;

(ii) provide Palo Alto Networks Technology to any prohibited party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Department's "BIS Entity List" or such other applicable lists; or

(iii) export or re-export Palo Alto Networks Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control.

Palo Alto Networks shall have the right to suspend performance of any of its obligations under the Agreement, without prior notice and without any liability to NextWave Partner Program Member if either fails to comply with this provision.

### 6. PAYMENTS; TAXES

6.1. Where NextWave Partner Program Member orders directly from Palo Alto Networks, all amounts due by NextWave Partner Program Member to Palo Alto Networks are payable and due in accordance with the

applicable NextWave Partner Program Member exhibit.

6.2. Where NextWave Partner Program Member orders from a Distributor, NextWave Partner Program Member shall negotiate the applicable price and shipment terms with the Distributor and NextWave Partner Program Member acknowledges that any pricing information provided by Palo Alto Networks is a non-binding price recommendation. NextWave Partner Program Member shall, at its sole discretion and risk, negotiate the applicable price with End Users.

6.3. Taxes. NextWave Partner Program Member shall bear and be responsible for the payment of all taxes, fees, or duties, (excluding taxes based on Palo Alto Networks' income) in the Territory, however designated, associated with the purchase or license of any Palo Alto Networks Products or Documentation based upon this agreement.

## 7. CONFIDENTIALITY

7.1. Protection of Confidential Information. Each party shall protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information. Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Confidential Information shall not include information that the receiving party can show (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

7.2. Permitted Disclosure. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party. The foregoing obligations of each party shall continue for the period terminating three (3) years from the date on which the Confidential Information is last disclosed.

7.3. Disposition Upon Termination. Upon the termination of this Agreement for any reason whatsoever, or in the event that Palo Alto Networks reasonably determines that NextWave Partner Program Member no longer requires access to the Confidential Information in order to perform its obligations, NextWave Partner Program Member shall return to Palo Alto Networks, or shall destroy, as Palo Alto Networks shall specify, all copies of all the Confidential Information in NextWave Partner Program Member's possession. Within five (5) calendar days thereafter, NextWave Partner Program Member shall provide Palo Alto Networks with a certificate, executed by an officer of NextWave Partner Program Member, confirming that all copies of all such Confidential Information have been returned to Palo Alto Networks or destroyed, as the case may be.

## 8. DATA SECURITY AND USE OF PERSONAL INFORMATION

Personally identifiable information or data concerning or relating to individuals which is collected or received in the performance of NextWave Partner Program Member's obligations under this Agreement, including but not limited to credit card or other financial account information, emails, email addresses, pass codes, addresses, social security numbers, driver's license numbers, or other personal information regulated by Privacy and Data Security Regulations ("**Personal Information**") shall be treated as Confidential Information hereunder. NextWave Partner Program Member shall collect and process Personal Information in accordance with applicable law. NextWave Partner Program Member represents that NextWave Partner Program Member's data protection policies and practices are, and will be maintained, at a minimum in accordance with standard industry practices applicable to data protection, information security, and privacy. NextWave Partner Program Member shall provide immediate written notice of any unauthorized access, use or disclosure of Personal Information or any

security breach that could affect Palo Alto Networks or End Users or could impact the activities to be performed under this Agreement. In such event, NextWave Partner Program Member shall immediately take remedial action as required by applicable data protection legislation and as requested by Palo Alto Networks. NextWave Partner Program Member warrants that it has obtained all necessary consents to provide End User Personal Information to Palo Alto Networks for the purpose of performing this Agreement. NextWave Partner Program Member shall upon reasonable request provide appropriate evidence of NextWave Partner Program Member's compliance with this Section 8.

## 9. WARRANTIES

PALO ALTO NETWORKS MAKES NO WARRANTIES OR REPRESENTATIONS TO NEXTWAVE PARTNER PROGRAM MEMBER OR TO ANY OTHER PARTY REGARDING THE PALO ALTO NETWORKS PRODUCTS OR ANY SERVICES PROVIDED BY PALO ALTO NETWORKS, EXCEPT AS SET FORTH IN PALO ALTO NETWORKS' LIMITED WARRANTY THAT ACCOMPANIES THE PALO ALTO NETWORKS PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PALO ALTO NETWORKS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NEXTWAVE PARTNER PROGRAM MEMBER WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS IN PALO ALTO NETWORKS' NAME OR ON PALO ALTO NETWORKS' BEHALF.

## 10. INDEMNIFICATION

10.1. Palo Alto Networks Indemnity. Palo Alto Networks will defend or settle any action brought against NextWave Partner Program Member to the extent that it is based upon a third-party claim that the Palo Alto Networks Products, as provided by Palo Alto Networks to NextWave Partner Program Member under this Agreement, infringes any United States patent or any copyright or misappropriates any trade secret, and will pay any costs and damages made in settlement or awarded against NextWave Partner Program Member in final judgment resulting from any such claim, provided that NextWave Partner Program Member: (i) gives Palo Alto Networks prompt notice of any such claim; (ii) gives Palo Alto Networks sole control of the defense and settlement of such claim; and (iii) gives Palo Alto Networks, at Palo Alto Networks' expense, all information and assistance reasonably required for the defense and settlement of such claim. Palo Alto Networks will not be bound by any settlement or compromise that NextWave Partner Program Member enters into without Palo Alto Networks' express prior consent.

10.2. Injunctions. If NextWave Partner Program Member's right to distribute the Palo Alto Networks Product under the terms of this Agreement is, or in Palo Alto Networks' opinion is likely to be, enjoined due to the type of claim specified in Section 10.1, then Palo Alto Networks may, at its sole option and expense: (i) procure for NextWave Partner Program Member the right to continue to distribute such Palo Alto Networks Products under the terms of this Agreement; (ii) replace or modify such Palo Alto Networks Products so that they are non-infringing; or (iii) if options (i) and (ii) above cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may terminate NextWave Partner Program Member's rights and Palo Alto Networks' obligations hereunder with respect to such Palo Alto Networks Products.

10.3. Indemnity Exclusions. Palo Alto Networks will have no obligation under Sections 10.1 or 10.2 for any claim of infringement or misappropriation to the extent that it results from: (i) the combination, operation or use of a Palo Alto Networks Product with or in equipment, products, or processes not provided by Palo Alto Networks; (ii) modifications to a Palo Alto Networks Product not made by or for Palo Alto Networks; (iii) NextWave Partner Program Member's failure to use an updated or modified Palo Alto Networks Product provided by Palo Alto Networks; or (iv) NextWave Partner Program Member's use or distribution of a Palo Alto Networks Product other than in accordance with this Agreement.

10.4. Limitation. THE FOREGOING PROVISIONS OF THIS SECTION 10 SET FORTH PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND NEXTWAVE PARTNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

10.5. NextWave Partner Program Member Indemnity. NextWave Partner Program Member will defend, indemnify and hold Palo Alto Networks harmless from and against all liabilities, damages, costs, fees and expenses, including reasonable attorney's fees arising out of or resulting from any third-party claim based on or otherwise attributable to: (i) NextWave Partner Program Member's gross negligence or intentional misconduct;

(ii) any misrepresentations made by NextWave Partner Program Member with respect to Palo Alto Networks or the Palo Alto Networks Products; (iii) a breach of Section 2.5 (Trademarks) or Section 3.3 (Business Conduct); or (iv) any of the conditions specified in Section 10.3.

## 11. LIMITATION OF LIABILITY

11.1. Exclusion of Certain Damages. IN NO EVENT WILL PALO ALTO NETWORKS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, PROFITS, GOODWILL OR OTHER ECONOMIC LOSS), OR FOR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY PALO ALTO NETWORKS PRODUCTS OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PALO ALTO NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2. Total Liability. PALO ALTO NETWORKS' TOTAL LIABILITY TO NEXTWAVE PARTNER PROGRAM MEMBER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, SHALL NOT EXCEED AMOUNTS PAID TO PALO ALTO NETWORKS DURING THE TWELVE (12) MONTH PERIOD LEADING UP TO THE CLAIM, UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000.00 USD).

## 12. TERM AND TERMINATION

12.1. Term. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in effect for a term of one (1) year thereafter. At the end of such one (1) year term ("**Expiration Date**"), this Agreement will automatically renew unless either party notifies the other party, in writing, of its intent to not renew this Agreement, at least thirty (30) days prior to Expiration Date.

12.2. Termination For Cause. Either party may terminate this Agreement, at any time, if the other party breaches any material term of this Agreement and fails to cure that breach within thirty (30) days after notice thereof from the non-breaching party. Palo Alto Networks may also terminate this Agreement, at any time, if: (i) NextWave Partner Program Member breaches any of its payment obligations under this Agreement and fails to cure that breach within ten (10) days after notice thereof from Palo Alto Networks; (ii) NextWave Partner Program Member becomes the subject of a voluntary or involuntary petition in bankruptcy or proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) NextWave Partner Program Member is merged or consolidated, sells all or substantially all of its assets, or is subject to any substantial change in management or control.

12.3. Termination for Convenience. This Agreement may be terminated by either party at will, for any reason or for no reason, upon no less than thirty (30) calendar days' prior written notice to the other party hereto. The parties acknowledge and agree that, due to the complex nature of their commercial relationship and each party's need to manage its supplier and/or NextWave Partner Program Member relationships, this Section 12.3 is a material inducement for each party to enter into this Agreement, and this provision shall be enforceable by the other party in all circumstances.

12.4. Effect of Termination. Upon the termination or expiration of this Agreement: (i) Palo Alto Networks may, at its option, repurchase any or all the Palo Alto Networks Products then in NextWave Partner Program Member's possession at prices not greater than the prices paid by NextWave Partner Program Member for the Palo Alto Networks Products; (ii) where applicable, the due dates of all outstanding invoices to NextWave Partner Program Member for the Palo Alto Networks Products will automatically be accelerated so they become due and payable on the date of termination or expiration, even if longer terms had been provided previously; (iii) all purchase orders or portions thereof remaining undelivered on the date of termination or expiration will automatically be canceled; (iv) each party will promptly return to the other party all Confidential Information of the other party in its possession or control, and will provide the other party with a certification, signed by one of its officers, certifying the return of all such Confidential Information; (v) NextWave Partner Program Member will cease using the Marks; and (vi) NextWave Partner Program Member will return to Palo Alto Networks any copies of Palo Alto Networks marketing collateral in NextWave Partner Program Member's possession or control.

12.5. No Damages Upon Termination; No Dealer Protection. NEXTWAVE PARTNER PROGRAM MEMBER EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO RECEIVE ANY COMPENSATION, INDEMNITY, TERMINATION FEE OR DAMAGES UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT UNDER THE LAWS OF THE TERRITORY

OR OTHERWISE, INCLUDING ANY DEALER OR PARTNER PROTECTION LAWS IN ANY APPLICABLE JURISDICTION UNDER ANY THEORY, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

12.6. Survival. The rights and obligations of the parties under Section 4 (Records and Reports), Section 6 (Payments), Section 7 (Confidentiality), Section 9 (Warranties), Section 10 (Indemnification), Section 12.4 (Effect of Termination), Section 12.5 (No Damages upon Termination), Section 12.6 (Survival), Section 13 (Dispute Resolution) and Section 14 (General) will survive the termination or expiration of this Agreement.

### 13. DISPUTE RESOLUTION

13.1. Informal Dispute Resolution. Except as specified in Section 13.2, the parties will attempt to resolve all disputes, claims, or controversies arising under or related to this Agreement or its subject matter or any right or obligation created by this Agreement (“**Dispute**”) through good faith negotiations conducted by the representatives of the parties. The party asserting the Dispute will give prompt notice to the other party describing the Dispute in reasonable detail.

13.2. Arbitration. If the parties are unable to resolve a Dispute through good faith negotiations conducted in accordance with the provisions of Section 13.1 above, then, the Dispute will be settled by final and binding arbitration in San Francisco, California in accordance with (i) the then-current Commercial Arbitration Rules of the American Arbitration Association (the (“**Rules**”) and (ii) the terms of this Agreement. The terms of this Agreement will control in the event of any inconsistency between such terms and the Rules. The arbitration will be conducted by a single arbitrator reasonably familiar with the technology and business covered by this Agreement selected by mutual agreement of the parties. If the parties fail to select the arbitrator within thirty (30) days following the date of either party's notice of arbitration, then the American Arbitration Association will appoint the arbitrator in accordance with the Rules. The arbitration proceeding and all pleadings and written evidence will be in the English language. The award of the arbitrator will be in writing setting forth findings of fact and conclusions of law. Judgment on the arbitrator's award will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. The arbitrator's fees will be shared equally by the parties and each party will bear its own costs and attorneys' fees. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties.

### 14. GENERAL

14.1. Assignment. Neither Party may assign or transfer the Agreement or any obligation hereunder without the prior written approval of the other Party, except that, Palo Alto Networks may assign or transfer this Agreement or any obligation hereunder to (i) a subsidiary or affiliate, or (ii) an entity acquiring all or substantially all of the assets of Palo Alto Networks, whether by acquisition of assets or shares, or by merger or consolidation. Any assignment in violation of this Section shall be void. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

14.2. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. The parties disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. Except as specified in Section 13, any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

14.3. Compliance with Law. NextWave Partner Program Member will have and maintain all permits and licenses required by any governmental unit or agency and will comply with all applicable laws and regulations in performing this Agreement. If this Agreement or any transaction or act contemplated herein is legally required to be approved, registered, notified or recorded with or by any government agency in the Territory, NextWave Partner Program Member will assume all such obligations and will indemnify and hold harmless Palo Alto Networks from any liability or expenses (including reasonable attorneys' fees and costs) from any failure by NextWave Partner Program Member to so comply.

14.4. Compliance with Foreign Corrupt Practices Act. It is the intent of the parties that all payments or transfers of value by Palo Alto Networks or NextWave Partner Program Member made in connection with this Agreement comply with the anti-corruption or anti-bribery laws, statutes and regulations of any country, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended (the “**FCPA**”), and that neither Palo Alto Networks nor NextWave Partner Program Member engage in any bribery, extortion, kickbacks, or other

unlawful or improper means of conducting business. NextWave Partner Program Member represents, warrants and covenants that it and its Affiliates and their respective owners, members, NextWave Partner Program Members, officers, directors, employees, agents and representatives have not violated, and will strictly comply with, the anticorruption or anti-bribery laws, statutes and regulations of any country including, but not limited to, the FCPA, which makes it unlawful to offer, pay, promise to pay, or authorize the payment of any money, or to offer, give, promise to give, or authorize the giving of anything of value, directly or indirectly, to a Covered Recipient (defined herein) for a Prohibited Purpose (defined herein). For purposes hereof, “**Covered Recipient**” means a foreign official, foreign political party (including any official thereof) or candidate for foreign political office; and “**Prohibited Purpose**” means assisting a party to obtain or retain business for or with, or to direct business to, any person, by: (i) influencing any act or decision of a Covered Recipient in such Covered Recipient’s official capacity; (ii) inducing a Covered Recipient to do or omit to do any act in violation of such Covered Recipient’s lawful duty; (iii) securing any improper advantage; or (iv) inducing a Covered Recipient to use such Covered Recipient’s influence with a foreign government (or instrumentality thereof) to affect or influence any act or decision of such government (or instrumentality thereof).

14.5. Nonexclusive Remedy. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

14.6. English Language. The original of this Agreement has been written in English, and that version will govern. NextWave Partner Program Member waives any rights it may have under any applicable law to have this Agreement written in any other language. Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either party.

14.7. Notices. All notices, approvals, consents and other communications required or permitted under this Agreement will be in the English language, in writing, will reference this Agreement, and will be deemed given: (a) if by NextWave Partner Program Member, in hard copy, five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, to the attention of Palo Alto Networks’ General Counsel, at 3300 Olcott Street, Santa Clara, California 95054 USA, or to such other address as provided in writing by an authorized representative of Palo Alto Networks, (ii) by Palo Alto Networks to the mailing address listed on NextWave Partner Program Member’s company website, or (iii) by Palo Alto Networks if placed on its NextWave Partner Portal. Notices by Palo Alto Networks shall be deemed received one (1) business day after being sent by electronic mail.

14.8. Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, war, terrorism, riot, or acts of God.

14.9. Relationship of the Parties. The parties are independent contractors and this Agreement will not establish any relationship of 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.

14.10. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

14.11. Waiver. 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.

14.12. Equitable Relief. NextWave Partner Program Member acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights or Confidential Information of Palo Alto Networks will cause Palo Alto Networks irreparable injury and significant injury for which there are inadequate remedies at law. Accordingly, notwithstanding the provisions of Section 13, Palo Alto Networks will be entitled to obtain immediate equitable relief to enjoin any such breach, in addition to all other rights and remedies that it may have under this Agreement, at law or otherwise.

14.13. Click-through Version Governs. The click-through version of this Agreement, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to its subject matter.



14.14. Updates on Palo Alto Networks Web Site. Notwithstanding anything to the contrary, this Agreement, along with other NextWave Partner Program materials on the Palo Alto Networks NextWave Partner Program Portal, may be updated by Palo Alto Networks from time to time in its discretion, and NextWave Partner Program Member shall be bound by such updates. Palo Alto Networks reserves the right to modify this Agreement in its sole discretion and NextWave Partner Program Member shall be solely responsible to monitor the NextWave Partner Program Portal for updates and changes. Orders for the purchase of Palo Alto Networks Products placed by NextWave Partner Program Member subsequent to any modifications shall constitute acceptance of the updated or modified Agreement. For clarity, notwithstanding anything to the contrary, in no event shall any sales representative or other sales employee of Palo Alto Networks be authorized to bind Palo Alto Networks, and any purported agreement by any such representative or employee, or any Palo Alto Networks representative not in fact authorized to bind Palo Alto Networks, shall be null and void and shall not be binding on Palo Alto Networks.

14.15. Representation of Authority and Voluntary Nature of Agreement. By submitting this Agreement and thereby agreeing to its terms, the submitting individual represents that he or she is authorized to bind NextWave Partner Program Member in full to the terms in this Agreement. NextWave Partner Program Member acknowledges and agrees that it has carefully read this Agreement and fully understands and agrees to its contents, including but not limited to the warranty disclaimer in Section 9, limitations on Palo Alto Networks' liability in Section 11, the termination provisions in Section 12, and the consent to arbitrate and waiver of its right to a jury trial in Section 13. Each party represents that it has entered into this Agreement without undue influence or unequal bargaining power, that each party is sophisticated and accepts responsibility for entering this Agreement, and that each party is sophisticated in commercial matters and has had the opportunity to seek the advice of counsel prior to entering into this Agreement.