

Cloud NGFW for AWS

Service Level Agreement

Palo Alto Networks will use commercially reasonable efforts to make its Cloud NGFW for AWS service ("Service") available at least 99.99% of the time during any calendar month. In the event that Palo Alto Networks does not meet this service level commitment, customers will be eligible to receive a Service Credit as described below.

Service Level Commitment

The following Service Levels and Service Credits apply to the Customer's use of the Service. If during any calendar month, the Service availability falls below 99.99%, the customer will be eligible to request a Service Credit. Customer must submit such a request ("claim") for credit. If customer makes such a claim, Service Credits owed will be calculated as follows:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	100%

Definitions

"Cloud NGFW for AWS service" is Palo Alto Networks ML-powered Next-Generation firewall capabilities delivered as a service on the AWS platform

"Cloud NGFW tenant" is an instantiation of the Cloud NGFW service associated with an AWS customer account. The tenant is created when a user associated with the AWS customer

account subscribes to the Cloud NGFW service. The user can create NGFW resources within the tenant.

“NGFW resource” refers to a logical resource that provides NGFW capabilities to customers’ AWS Virtual Private Cloud (VPC). This resource has built-in resiliency, scalability, and life-cycle management. NGFW resource spans multiple AWS availability zones.

“Deployment Minutes” is the total number of minutes that a given NGFW resource is provisioned during a billing month in a given AWS region.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all NGFW resources provisioned in a Cloud NGFW tenant during a billing month.

“Downtime” is the total accumulated Deployment Minutes across all NGFW resources in a Cloud NGFW tenant provisioned during a month in which the NGFW resource is Unavailable. An NGFW resource is considered **“Unavailable”** during a given minute if packets are routed to the NGFW resource and the NGFW resource processes none of the packets routed to it within the minute. If no packets are routed to the NGFW resource during the minute, the NGFW resource is considered available during the minute.

“Excluded Downtime” is downtime resulting directly or indirectly from any “Cloud NGFW for AWS” SLA Exclusion.

“Monthly Uptime Percentage” is calculated as Maximum Available Minutes less Downtime less Excluded Downtime, divided by Maximum Available Minutes less Excluded Downtime, in a billing month for a given Cloud NGFW tenant. The following formula represents Monthly Uptime Percentage:

$$\text{Monthly Uptime Percentage} = \frac{(\text{Maximum Available Minutes} - \text{Downtime} - \text{Excluded Downtime})}{\text{Maximum Available Minutes} - \text{Excluded Downtime}} * 100$$

Administration

Service Credit

A **“Service Credit”** is a dollar credit, calculated as set forth in the table above, that Palo Alto Networks credits back to your AWS account using the [AWS Marketplace refund process](#). Service Credits are calculated as a percentage of the Cloud NGFW hourly charges paid by you for the “Cloud NGFW for AWS” service during the month, **excluding traffic secured GB charges**.

- In any month, the maximum amount of Service Credit that Palo Alto Networks shall be liable for is 100% of the monthly service fee paid by the Customer.
- In the case of multi-year contracts, Palo Alto Networks may calculate the monthly service fee by dividing the service fee by the number of months of the contract duration.
- The Service Credit will be based on the estimated retail price for the applicable Service, as determined by us at our reasonable discretion.

Eligibility

To qualify to claim and receive credits under this Service Level Agreement, Customer must be in good standing and Customer shall not be or have been delinquent in paying Service fees. This Service Level Agreement does not apply to beta, trials, and evaluations of the Service provided at no cost to the Customer.

Notifications

Customer may, at any time, obtain Service status <https://status.paloaltonetworks.com>, which provides region-specific status information and an alerts feature from which Customers may subscribe to receive service notifications. Palo Alto Networks will use commercially reasonable efforts to provide advance notice of Service events.

Claims Process

Customers must have enrolled for an account on the Customer Support Portal in order to open a case and submit a claim.

If the customer believes it is entitled to a Service Credit, they must (a) report the outage within 24 hours of an incident using the [Cloud NGFW LIVEcommunity](#) and (b) submit a claim on the Claim Dashboard (https://supportcases.paloaltonetworks.com/apex/Communities_Claims) within 5 business days of the outage. Customer must include the following information in their claim:

1. The words "SLA Credit Request" in the subject line;
2. The dates and times of each unavailability incident that you are claiming;
3. The affected Cloud NGFW resources;
4. The email address associated with your AWS account.
5. AWS account number of your account used to subscribe to your product.
6. The billing periods for which the Customer would like a Service Credit.
7. Logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks);

When properly submitted, Palo Alto Networks will evaluate all information available and make a good faith determination of whether you are owed a Service Credit. Palo Alto Networks shall use commercially reasonable efforts to promptly adjudicate the claim after determining the outage's root cause and closing the case, confirming your request. Palo Alto

Networks shall be the final arbiter of whether any Service Credits are due. Adjudicated claims shall be deemed final and maybe not re-submitted for reconsideration.

The customer's failure to properly submit a claim for a Service Credit or respond to or provide any other information necessary to validate the request will disqualify the Customer from receiving a Service Credit.

If Palo Alto Networks determines that a Service Credit is owed to the Customer, it will use the [AWS Marketplace refund process](#) to apply the Service Credit to the customer's AWS account. Service Credits will not entitle the customer to any refund or other payment from Palo Alto Networks. The Service Credits awarded in any billing month for the Cloud NGFW for AWS service will not exceed your monthly service fees as applicable in the billing month. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other Cloud NGFW tenant.

Exclusions

This Service Level Agreement does not apply to any unavailability, suspension, or termination of Cloud NGFW for AWS, or any other performance issues, that result from:

1. Any reasonably unforeseeable interruption or degradation in service due to actions or inactions caused by third parties and beyond the control of Palo Alto Networks, including, but not limited to, force majeure events or Internet access.
2. Factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to AWS, including at your site or between your site and AWS);
3. Failure of Customer's Internet Service Provider, utility companies, or another vendor (s) Customer relies on to access the internet;
4. Use of services, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services (other than third-party equipment, software, or technology under Palo Alto Networks' control);
5. Any actions or inactions by you or any third party, including the improper configuration of your NGFW Resources, AWS routing tables, or other AWS resources;
6. Your failure to follow the guidelines or adhere to any required configurations described in the Cloud NGFW documentation, use supported platforms, follow any policies for acceptable use, failure to modify your use of a Service as advised, or your use of the Service in a manner inconsistent with the Service's features and functionality.
7. Your attempts to perform operations exceeding prescribed quotas or use features outside of associated support, or from our throttling of suspected abusive behavior.
8. Your failure to purchase an adequate license to meet the volume or capacity at which you use the Service if the Service commitment would have been met if not for such failure
9. Your unauthorized action or lack of action when required, or from your employees, agents, contractors, vendors, or anyone gaining access to our network using your

passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;

10. Planned and unplanned maintenance windows;
11. Rightful suspension and/or termination by Palo Alto Networks of the Service according to the Palo Alto Networks End User Agreement.

Sole and Exclusive Remedy

The foregoing terms state Palo Alto Networks' sole and exclusive liability and your sole and exclusive remedy for any claim of non-compliance of service level commitment.