

## SERVICE LEVEL AGREEMENT

### IoT Security Service

For its IoT Security service ("Service"), Palo Alto Networks commits to using commercially reasonable efforts to achieve certain service metrics described below. In the unlikely event that Palo Alto Networks does not meet these commitments, Customers will be eligible to receive a service credit.

#### 1. Definitions

1.1 **"Available"** means that the Service is capable of processing and presenting Customer's data in accordance with Service documentation.

1.2 **"Available Time,"** in minutes, is when the Service is Available during a calendar month.

1.3 **"Total Time"** is the total number of minutes in a calendar month.

1.4 **"Excluded Time"** means the time, in minutes, described in the section entitled "Exclusions" below.

1.5 **"Uptime Percentage"** is calculated by subtracting from 100% the percentage of minutes during a given rolling six-month period during which the Service was not Available. The Uptime Percentage measurements exclude Exclusions. It is formulated as,

$$\text{Uptime Percentage} = \frac{\text{Available Time}}{(\text{Total Time} - \text{Excluded Time})}$$

#### 2. Service Level Commitments

Palo Alto Networks will use commercially reasonable efforts to make the Service Available with an Uptime Percentage of at least 99% during any given rolling six-month period ("Service Level"). In the event that the Service does not meet the Service Level, Customer will be eligible to request a Service credit. Service credits are calculated as a percentage of the total charges paid by Customer for the monthly billing cycle in which the Service fell below the Service Level.

Uptime Percentage	Service Credit
Less than 99% but equal to or greater than 98%	5%
Less than 98%	10%

#### 3. Exclusions

Customer agrees and acknowledges that the IoT Security service is a tool that monitors network traffic used by certain IoT devices and is not capable of detecting intrusions or other security issues outside the normal parameters defined by Palo Alto Networks in the Service documentation. Palo Alto Networks will attempt to monitor as much network activity as possible, but it may not be possible to monitor certain devices that are obscured behind a different intranet environment such as a layered network address table or other obstacle to intranet TCP/IP communication. Network latency and throughput may also affect the responsiveness of the Service. Palo Alto Networks is unable to monitor network traffic that is encrypted, encapsulated, tunneled, compressed or otherwise obfuscated. This Service Level Agreement shall not apply and the Service shall be deemed Available where the loss of Service results from:

- (i) Customer's equipment, networks, software, technology and/or third-party equipment, networks, software or technology (other than third-party equipment, networks, software or technology under Palo Alto Networks' control);
- (ii) Failure of Customer's Internet Service Provider, utility companies, or other vendor(s) Customer utilizes or relies on to access the Service and/or to access the internet;
- (iii) Any reasonably unforeseeable interruption or degradation in service due to actions or inactions caused by third parties including, but not limited to, force majeure events;
- (iv) Any actions or inactions of Customer or any third party, including failure to assist in Palo Alto Networks' efforts to provide support;
- (v) Planned and unplanned maintenance windows;
- (vi) High Availability events and scaling events;
- (vii) Fetching of logs from Cortex Data Lake service;
- (viii) Rightful suspension and/or termination by Palo Alto Networks of the Service pursuant to the Palo Alto Networks End User Agreement ([www.paloaltonetworks.com/legal/eula](http://www.paloaltonetworks.com/legal/eula)).

#### **4. Administration**

4.1 Customer may, at any time, obtain Service status [here](https://status.paloaltonetworks.com) (<https://status.paloaltonetworks.com>).

4.2 To qualify to receive Service credit under this Service Level Agreement, Customer must (a) be in good standing, i.e., Customer shall not be or have been delinquent in paying Service fees; and (b) have on-boarded the Service for at least sixty (60) days. This Service Level Agreement does not apply to beta, trials and evaluations of the Service provided at no cost to the Customer.

4.3. Customer must submit a claim by opening a ticket on the Palo Alto Networks Customer Support Portal. To be eligible, the credit request must be received by Palo Alto Networks within 24 hours of an outage or an incident. Customer's failure to request and to respond to other information as required will disqualify Customer from receiving a Service credit.

4.4 When the claim is confirmed by Palo Alto Networks to be less than the Service Level, then Palo Alto Networks will issue a service credit by applying it against future Service payments due from Customer. Service credits will not entitle Customer to any refund or other payment from Palo Alto Networks.

4.5 If a Customer has purchased the Service through an authorized Palo Alto Networks distributor or reseller, the service credit will be made to the distributor which placed the order for the Service. Distributors are responsible for reimbursing the reseller which in turn will credit the Customer.

4.6 The foregoing terms state Palo Alto Networks' sole and exclusive liability and Customer's sole and exclusive remedy for any claim of breach of this Service Level Agreement.