

## EU Data Act Addendum

This Addendum is incorporated into and made a part of the End User License Agreement (EULA), and applies only where the Product falls within the scope of the EU Data Act.

### 1. Definitions

**Exportable Data:** Means Customer Data obtained and collected in connection with Customer's use of the Product or its Related Services, which Palo Alto Networks can lawfully retrieve without disproportionate effort beyond a simple operation. Exportable Data excludes any intellectual property or trade secrets of Palo Alto Networks or third parties and data whose export would compromise product security or data inferred or derived from proprietary algorithms. The Exportable Data, including details on the types and the format used to enable portability, is listed in the [EU Data Act White Paper](#) on Palo Alto Networks' Trust Center.

**Switching:** Means the process as defined under the Data Act, where a Customer transfers Exportable Data to a different provider or to its own on-premises infrastructure.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the EULA, or if not defined therein, the meaning provided under the EU Data Act.

### 2. Data Portability and Switching

**a. Switching:** Customer may initiate Switching by providing written notice to Palo Alto Networks, observing a two-month notice period ("Transitional Period"), which can be extended one time by the Customer by giving written notice to Palo Alto Networks. Palo Alto Networks will provide reasonable assistance to the Customer and any authorized third parties to facilitate the Switching process, which will be completed within 30 days. Throughout this period, Palo Alto Networks will act with due care to maintain business continuity and ensure a high level of security for the data being transferred. The Agreement will be considered terminated with respect to the applicable Product and Related Service only upon completion of the Switching process or upon expiration of the notice period where Customer does not wish to switch but to erase its Exportable Data, and the Customer shall be notified of the termination.

**b. Data Portability:** The Customer may export eligible Exportable Data upon 30 days' written notice for 30 days after the termination of the Transitional Period ("Retrieval Period"). Except for the Exportable Data that Palo Alto Networks is required to retain under applicable laws, Exportable Data will be deleted upon the expiration of the Retrieval Period in accordance with the applicable Privacy Datasheet(s). At Customer's request, Palo Alto Networks will provide an executed copy of the certificate of destruction of Exportable Data to Customer. The Customer is solely responsible for the import and implementation of Exportable Data into their new systems.