

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

1. **Contract Identification.**

Department: Department of Child Support Services

Subject: Training, Subscriptions and Professional Services for Firewall

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Optiv Security Inc.

Capacity: A Delaware Corporation

Address: 1125 17th Street, Suite 1700, Denver, CO 80202

3. **Term.** The effective date of this Contract is July 1, 2017. It terminates on June 30, 2018 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed

\$ 65,000.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

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Number:
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Other:

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

Government Code Sections 26227 and 31000

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

| | |
|-----------------------------|---|
| BOARD OF SUPERVISORS | ATTEST: Clerk of the Board of Supervisors |
| By: _____ Chair/Designee | By: _____ Deputy |

CONTRACTOR

| | |
|---|---|
| Signature A Name of business entity: Optiv Security Inc. | Signature B Name of business entity: Optiv Security Inc. |
| By: _____ (Signature of individual or officer) | By: _____ (Signature of individual or officer) |
| _____ (Print name and title A, if applicable) | _____ (Print name and title B, if applicable.) |

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

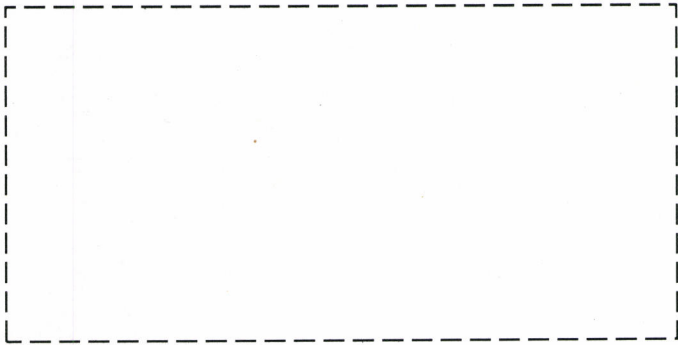
STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),
before me, _____ (Name and Title of the Officer),
personally appeared, _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. \$ after completion of all obligations and conditions herein.
- d. Other: As set forth in the Payment Provisions of the Service Plan

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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SERVICE PLAN

Purpose:

This Service Plan sets forth the respective responsibilities of Contra Costa County, on behalf of its Department of Child Support Services (DCSS) and Optiv Security Inc. (Contractor) for provision of professional firewall migration services, training, subscriptions to Palo Alto Networks, Inc. ("Palo Alto"), software applications specified in Section D hereof, and technical support to be provided by Palo Alto. Contractor is an authorized third party reseller and implementation partner for Palo Alto. Contractor will implement the Palo Alto firewall as provided in this Service Plan, and will cause Palo Alto to provide the application training and support as set forth herein.

Contractor Obligations:

A. Contractor shall provide professional firewall migration services, which includes planning, architecture design, configuration development, integration of the solution in the existing architecture, cutover support and documentation of the implemented solution for the amount set forth in the Payment Provisions section of this Service Plan.

Contractor will perform these services as set forth in six phases:

1. Pre-Engagement Phase

- a. Kick Off Call - consists of project planning and coordination, with the goal of identifying DCSS and Contractor resources and roles and agreement of project timeline and resource availability
- b. Environment Review – consists of validating design to ensure it meets project objectives, performing high level review of network environment to ensure the planned placement of security devices will provide required functionality and understanding traffic flow to ensure proper visibility into the contents of communications in the environment

2. Planning Phase

- a. General Discovery and Planning - consists of reviewing current network diagrams as related to the firewall's intended deployment, ensuring the new equipment meets the specifications and requirements of the provided architecture, developing and planning system configuration, identifying, documenting and reviewing IP addresses, subnet masks and routing configurations, identifying and documenting address translation configurations for hardware interfaces that will require Network Address Translation (NAT) rules, identifying requirements for in-scope

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IPSEC VPN tunnel, gathering authentication requirements and reviewing the existing firewall rule set preparing the policy for migration or implementation in the new platform.

- b. Planning of Advanced Firewall Features – consists of conversion of legacy single port based rules, developing limited URL filtering configurations, developing default User ID, Anti-Virus filtering, Wildfire, and Anti Spyware configurations and developing default vulnerability profiles
- c. Develop Test and Back Out Plan – consists of developing functional test and back out plan to very successful implementation or determination of issues that drive the back out strategy.

3. Staging Phase

- a. Stage Hardware and Upgrade Software – consists of installing in-scope firewall appliance and software as agreed to the Scoping Consideration Section and updating to the latest stable service pack and hot fixes and configuring dynamic updates
- b. Build Initial Configuration – consists of applying the base firewall rule set configuration and routing configuration based on Vendor, Industry and Contractor’s standards and best practices, applying the developed NAT configuration to the specified interfaces, configuring VPN tunnel and up to one Syslog profile
- d. Migration Configuration - consists of migrating objects, security rules, NAT rules and IPSec site to site VPNS from legacy solution
- e. Configuration of Advance Firewall Features – consists of applying in-scope advance firewall configuration which may include application layer filtering, URL filtering, User ID, AV filtering, APT filtering, Anti Spyware and Vulnerability

4. Deployment Phase

- a. Deploy Hardware – consists of initiating applicable change control procedures to permit installation of software, hardware and configuration of devices, moving the firewall into production, connecting and integrating enforcement point to appropriate networks Tasks in this phase may be performed off site and after hours.

5. Testing Phase

- a. Basic Device Configuration Testing - consists of testing the basic functionality and connectivity of all in scope devices, routing test traffic through the new environment and testing the various rules to ensure they are functioning as designed, ensuring traffic passing between networks is translated to the IP address scheme in the developed NAT configuration, ensuring logs are being recorded and stored to appropriate system based on the developed logging configuration and validating VPN configurations are working as designed Tasks in this phase may be

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performed off site and after hours .

- b. Testing of Advanced Firewall – consists of ensuring application layer and URL filtering are active and utilizing the developed configurations and ensuring User ID, AV, APT, Anti Spyware and Vulnerability configurations are working properly **Tasks/phase may be performed after hours*

6. Project Documentation Phase

- a. Post Project Review – consists of provision of informal hands on knowledge transfer regarding product management and administration in accordance with Contractor and Vendor best practices
- b. Final Documentation Creation -consists of creation and electronic delivery of Project Summary Report, to include a summary of work performed, architecture diagram, configuration settings and engagement checklists.

B. **Scope:** The following defines the scope of the project.

| Size | Hardware / Software / Licensing | | | | |
|-------|---------------------------------|------------------------|----------------|-------------------|-------------------------|
| Small | One (1) HA Pair | Interfaces | Security Rules | NAT Rules | Static Routes |
| | | Up to three (3) | Up to 150 | Up to 20 | Up to 20 |
| | | URL Filtering Profiles | App-ID Rules | Site to Site VPNs | Cutover Windows (4 hrs) |
| | | Up to Five (5) | Up to Five (5) | 0 | One (1) |

1. The project scope includes like for like rule migration from legacy firewall platform, creation of in scope URL filtering profiles, base configuration of User ID, addition of in scope App ID based on conversion of single port legacy rules only, creation of default AV, Anti Spyware and Vulnerability profiles only and configuration of Wildfire. Services will be provided on site in Martinez, CA during standard business hours of Monday through Friday 8am-5pm, unless otherwise noted. Activities other than those stated above will be considered out of scope and will require a custom engagement.
2. Contractor agrees to consider DCSS' information and documentation as sensitive and confidential.

C. **Training:** Contractor shall cause Palo Alto to provide the following onsite training sessions at the request of DCSS, within one year of the date of purchase of new equipment for the amount set forth in the Payment Provisions section of this Service Plan.

1. Next Generation Firewall Training - 3 Day Introductory Course, for up to 8 students. Curriculum to include instruction of how to install, configure and manage firewall

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equipment and will include the following modules:

- a. Course Overview
- b. Platforms and Architecture
- c. Interface Configuration
- d. Layer 3 Configuration
- e. App-ID
- f. Content-ID
- g. Decryption
- h. User-ID
- i. VPN
- j. High Availability
- k. Panorama

2. Extended Firewall Management Training – 2 Day Course, for up to 8 students. Curriculum to enhance student understanding of how to install, configure, manage and perform basic troubleshooting on firewall equipment and will include the follow modules:

- a. Course Overview
- b. Platforms and Architecture
- c. Administration and Management
- d. Interface Configuration
- e. Layer 3
- f. App-ID
- g. Content -ID
- h. User-ID
- i. GlobalProtect
- j. Mobile Security Manager
- k. High Availability

D. **Subscriptions:** Contractor shall cause Palo Alto to provide one year of the following software subscription services, to commence upon completion of full migration, for the fixed price set forth in the payment Provisions section of this Service Plan.

1. Threat Protection – integrated protection against network borne threats through IPS functionality and stream based blocking of malware
2. URL Filtering – filters and categorizes URLs and protects network against malware
3. Wildfire – analyzes unknown files and links and delivers automatically created protections and intelligence

E. **Support:** Contractor shall cause Palo Alto to provide one year of premium technical support, in accordance with the Global Customer Support Services Terms and Conditions attached to this Service Plan as Exhibit A, to commence upon completion of full migration, for the fixed price set forth in the Payment Provisions section of this Service Plan.

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County Obligations:

- A. County shall designate one employee as primary point of contact (POC) for the project. The POC will be responsible for scheduling County resources for required meetings and will serve as first point of escalation for project related issues.
- B. County shall to perform backups of data in all devices connected to County IP addresses and/or domain names prior to the commencement of this project. County assumes risk for all damages, losses and expenses resulting from its failure to perform such backups.
- C. County shall provide access to all propriety information, applications and systems necessary for the success of the project.
- D. County shall execute all client data gathering activities in an officiate manner and data will be submitted to Contractor within a reasonable response time.
- E. County shall provide necessary staff availability to complete identified tasks.
- F. County shall provide access to any necessary facility and/or remote access to complete the project.
- G. County shall provide network diagrams to Contractor prior to on site arrival.
- H. County shall provide and maintain a valid service connection to an ISP for access to the internet and this connection will be operational at the time of implementation, including successful connectivity testing.
- I. County shall develop IP addressing schema and secure the necessary valid and internal IP addresses for equipment appropriate to this project.
- J. County shall create a security plan and define the rules that it wishes to have enforced.
- K. County shall provide feedback on draft Project Summary Report, as defined in Section A.6.b. of this Service Plan, within five days of receipt of draft. If no feedback is provided, Contractor shall deem the report acceptable by the County and a final version will be issued. If the draft is rejected, Contractor will update it, as appropriate and provide a final copy within a mutually agreeable timeframe.

Payment Provisions:

- A. Implementation Services. For implementation services, County will pay Contractor the fixed price of \$10,000, with 50% of the amount due upon execution of the Contract, and 50% balance due upon completion of the project.
- B. Training. County will pay Contractor the fixed price of \$16,815 for training as defined in Section C of this Service Plan, upon completion of training sessions.

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- C. Subscriptions. County will pay Contractor the fixed price of \$8,000 plus applicable sales taxes, per subscription service, as defined in Section D of this Service Plan.
- D. Support. County will pay Contractor the fixed price of \$7,600 for technical support, as defined by Section E of this Service Plan upon completion of firewall implementation.
- E. Travel Expense. County shall reimburse travel expenses for contractor on site visits. Meals and incidentals to be calculated as a daily rate in accordance with Federal per diem guidelines.

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SPECIAL CONDITIONS
(Purchase of Services - Long Form)

County and Contractor agree that the Special Conditions are part of the Contract.

Sections 2 and 5 (Payment Provisions) Special Condition

Sections 2 and 5 of Payment Provisions is modified from "30 days" to "60 days."

Section 5.b (Termination and Cancellation) Special Condition

Section 5.b (Termination and Cancellation) of the General Conditions is hereby deleted in its entirety and replaced with the following:

- b. Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages. The County agrees it is required to act in good faith when selecting substitute services and has a duty to mitigate its damages.

Section 18 (Indemnity) Special Condition

Section 18 (Indemnification) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"18. Indemnification; Limitation of Liability

- i. Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or tangible property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for related expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

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- II. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL CONTRACTOR'S LIABILITY UNDER ANY CLAIM UNDER THIS CONTRACT EXCEED AN AMOUNT EQUAL TO THREE (3) TIMES THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY THE COUNTY TO CONTRACTOR UNDER THIS CONTRACT."

Section 19.a (Insurance) Special Condition

Section 19.a (Insurance) of the General Conditions is hereby deleted in its entirety and replaced with the following:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County and its officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

Section 20 (Notices) Special Condition

Section 20 (Notices) of the General Conditions is hereby deleted in its entirety and replaced with the following:

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor at: Optiv Security Inc., 1125 17th St., Suite 1700, Denver, CO 80202, Attn: Law Department. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

The following are included as a continuation of the General Conditions:

30. **Certification of Contractor.** By signing this Contract, Contractor certifies that neither it nor its principals are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participating this transaction by any federal department or agency, or in the alternative, Contractor has provided a letter of explanation to DCSS, (the "IV-D Letter"), acceptable to the State of California Department of Social Services (the "State") Contractor understands and agrees that if the State or an agency of the federal government rejects Contractor's IV-D Letter, as unacceptable, at any point during the performance of this Contract, this Contract will be subject to immediate, unilateral termination by the DCSS on the basis of failure to perform.

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31. **Certification of Lobbying.** By signing this Contract, Contractor certifies that no federal appropriated funds will be paid by, or on behalf of, Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Contractor acknowledges that the Certification of Lobbying is a material representation of fact upon which reliance was placed when this Contract was made or entered into; that submission of the certification is a prerequisite pursuant to Title 31 USC §1352; and that failure to file the required certification shall subject Contractor to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor is responsible for obtaining this certification from each subcontractor it may hire in performance of Contract. Contractor understands and agrees that at any point during the performance of this Contract, if the State or an agency of the federal government finds Contractor's representations in connection with this section to be unacceptable, or finds its subcontractor's representations in connection with this section unacceptable, this Contract will be subject to immediate, unilateral termination by DCSS on the basis of failure to perform.

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GENERAL CONDITIONS
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1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

Contractor

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5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

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10. **Choice of Law and Personal Jurisdiction.**
- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

Contractor

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addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

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them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

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- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Exhibit A

GLOBAL CUSTOMER SUPPORT SERVICES TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS FORM A LEGAL AGREEMENT BETWEEN YOU, EITHER AS AN INDIVIDUAL, COMPANY OR OTHER LEGAL ENTITY (IN ANY CAPACITY REFERRED TO HEREIN AS "END USER", "CUSTOMER", "YOU" or "YOUR") AND (I) PALO ALTO NETWORKS, INC., A DELAWARE CORPORATION WITH OFFICES AT 4401 GREAT AMERICA PARKWAY, SANTA CLARA, CALIFORNIA 95054 UNITED STATES, IF YOU ARE LOCATED IN THE AMERICAS; OR (II) PALO ALTO NETWORKS (NETHERLANDS) B.V., A COMPANY FORMED UNDER THE LAWS OF THE NETHERLANDS, WITH OFFICES AT OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM, IF YOU ARE LOCATED IN ANY COUNTRY OUTSIDE THE AMERICAS.

This Agreement sets forth the terms and conditions under which Palo Alto Networks will provide technical support services to you under the Palo Alto Networks Support Plan purchased for the Palo Alto Networks products sold and/or licensed pursuant to the Palo Alto Networks End User License Agreement ("EULA"). Palo Alto Networks is willing to provide technical support services to you only if you accept these terms. By checking the box labeled "I accept", you are indicating that you understand and accept all of these terms and conditions. The date on which you check the box labeled "I accept" is the Effective Date. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "you" or "your" shall refer to such company or other legal entity.

1. SUPPORT PLANS AND SERVICES OFFERED

| Support Offerings | Premium Plus Support | Premium Support | Standard Support |
|--|--|----------------------|-------------------|
| Business Hours Availability | Mon – Fri, 7am to 6pm PT | | |
| After Hours Availability | Yes - 24x7x365 | Yes - 24x7x365 | No |
| Designated Technical Support Engineer | Yes | No | No |
| Technical Account Manager | Yes | No | No |
| Hardware Support | | | |
| 4 Hour Replacement Service (available only for products located within a specified range of a Palo Alto Networks service location) | Yes, Optional Add-on | Yes, Optional Add-on | No |
| Advance Replacement Service: Next Business Day Service | Yes | Yes | No |
| Return and Repair | N/A | N/A | Yes |
| Call Response Times | | | |
| Severity 1 – Critical Product is down, critically affects Customer production environment. No workaround available yet. | < 1 hour | < 1 hour | < 1 Business Hour |
| Severity 2 – High Product is impaired, Customer production up, but impacted. No workaround available yet. | 2 Hours | 2 Hours | 2 Business Hours |
| Severity 3 – Medium A Product function has failed, Customer production not affected. Support is aware of the issue and a workaround is available. | 4 Hours | 4 Hours | 4 Business Hours |
| Severity 4 -- Low Non-critical issue. Does not impact Customer business. Feature, information, documentation, how-to and enhancement requests from Customer. | 8 Business Hours | 8 Business Hours | 8 Business Hours |
| Contact Support: | Website: support.paloaltonetworks.com Toll Free US – 1.866.898.9087 Outside the US +1.408.738.7799 | | |

2. DEFINITIONS

"Affiliate" means any entity that Controls, is Controlled by, or is under common Control with End User or Palo Alto Networks, as applicable, where "Control" means ownership, directly or indirectly, of 50% or more of the voting interest of End User or Palo Alto Networks, as applicable.

"Business Hours" means Mondays through Fridays, 7:00 am – 6:00 pm PT, excluding US and California holidays.

"Hardware" means the hardware products listed on Palo Alto Networks then-current published product price list.

"Maintenance Releases" means bug fixes to the Software that: (i) are designated by a change in the 3rd set of digits of the version release number (e.g., v5.00.01 to v5.00.02); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.

"Major Releases" means significant modifications or improvements to the Software that: (i) are designated by a change in the 1st digit of the version release number (e.g., v5.0 to v6.0); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.

"Minor Releases" means minor modifications or improvements to the Software, cumulative bug fixes from Maintenance Releases since the last Minor Release and new bug fixes, as applicable, that: (i) are designated by a change in the 2nd set of digits of the version release number (e.g., v5.00 to v5.01); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.

"Products" means, collectively, Hardware, Software and Subscription Services, or a combination thereof.

"Software" means any Palo Alto Networks software that is included in the Hardware; and any standalone software that is provided without Hardware, including virtual machine ("VM") software or endpoint solutions software listed on Palo Alto Networks' then-current published product price list.

"Standard Support," "Premium Support," and "Premium Plus Support" and "Support Plans" refer to the various support programs offered by Palo Alto Networks, as further detailed in Section 3 below.

"Subscription Services" means software-as-a-service (SaaS), subscription-based services including, but not limited to WildFire, GlobalProtect, URL Filtering, and Threat Prevention.

"Support Website" means the website currently located at <https://support.paloaltonetworks.com>, or any successor site thereto, as specified by Palo Alto Networks.

"Technical Account Manager" is a designated resource who will act as your advocate, will have a comprehensive understanding of your environment at the operations level, and will assist you with business objectives, deployment plans, and coordination of all aspects of your Palo Alto Networks support interaction.

"Designated Technical Support Engineer (DE)" is a designated engineer who will work with you on all your support cases, build deep knowledge of your deployment in order to speed support incident resolution. Your DE will be accessible during Business Hours at one of Palo Alto Networks' global support centers.

3. DESCRIPTION OF SUPPORT PLANS

You must register each Product for which you have purchased support on the Support Website in order to access the features and benefits available to such Product. In consideration of your purchase of a Support Plan, Palo Alto Networks shall provide the services as set forth in the table entitled "Support Plans and Services Offered" above, including:

a) Remote Technical Support

- i. Telephone support available during the times specified for the Support Plan purchased.
- ii. Support cases created via the web will be classified as non-critical and will have a response time based on the severity classification as set forth in the table entitled "Support Plans and Services Offered" above.

b) Secure Web Access

- i. Access to the Support Website to acquire the latest software versions, fixes, feature releases, software release notes, signature updates, FAQs, case management and technical documentation.

- ii. Palo Alto Networks will use commercially reasonable efforts to ensure that the Support Website is available 24x7.

Palo Alto Networks reserves the right to modify the Support Plans offered so long as such modification does not result in degradation of service. Please refer to the Support Website for the most current support plan descriptions.

4. SUPPORT OPTIONS

You shall choose from three support plans: (i) Standard Support, (ii) Premium Support, or (iii) Premium Plus Support. Based upon your selection and payment of applicable fees, Palo Alto Networks must:

a) **Standard Support**

- i. Maintain and support the list of releases defined as the currently-supported releases on the Support Website.
- ii. Make available all supported Maintenance Releases, Minor Releases and Major Releases.
- iii. Verify defects in the Software identified and submitted by customers.
- iv. Correct material defects in the Software for the currently-supported Maintenance Releases.
- v. Provide access to Palo Alto Networks online support through the Support Website including, but not limited to, knowledge base/FAQ, case management and software downloads.
- vi. Provide technical telephone support during Business Hours.
- vii. Provide a return and repair service for Hardware defects.

b) **Premium Support**

Includes all of the benefits of Standard Support plus the following:

- i. After hours technical telephone support on a 7x24 basis.
- ii. Provide a same business day shipment of advance replacement for defective Hardware. Please refer to section 5 (RMA Policy and Process) below for additional details.

c) **Premium Plus Support**

Premium Plus Support requires purchase of, at a minimum, Premium Support on all covered devices. Premium Plus Support includes all of the benefits of Premium Support plus the following:

- i. Appointment of a Designated Technical Support Engineer to help facilitate access to support services.
- ii. Appointment of a Technical Account Manager who will act as your advocate.
- iii. Annual onsite health-check to review key aspects of your deployment to identify areas of optimization and improvement.

d) **Optional Add-On: 4-Hour Replacement Service**

This support option is available only for Hardware located within a specified range of a Palo Alto Networks service location. It includes all of the benefits of Premium or Premium Plus Support (as applicable) plus commercially reasonable efforts by Palo Alto Networks to deliver replacement Hardware to you within four hours from the issuance of an RMA.

5. RMA POLICY AND PROCESS

In situations when it is necessary for you to return a Product to Palo Alto Networks, you must ask Palo Alto Networks to issue a Return Material Authorization (RMA) number prior to shipment. Each RMA number will be uniquely identified to track the processing of the returned Product, pursuant to the RMA Process and Policy found at https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/datasheets/support/rma-process-policy.pdf

- a) **Return and Repair:** You shall obtain an RMA number for the Product that you wish to return to Palo Alto Networks by contacting Support via telephone or email or via the Support Website. Support will work with you to confirm the Hardware problem and issue a RMA number to be used to ship the Product back to Palo Alto Networks. You shall repackage the Product in the original packaging (shipping damage that occurs as a result of insufficient

packaging is not covered under this Agreement), note the RMA number on the shipping label and ship the Product to the specified Palo Alto Networks location. You will be responsible for all shipping costs incurred in returning the defective Product to Palo Alto Networks. Products will be repaired or replaced within 10 business days from receipt of the defective Product by Palo Alto Networks. Palo Alto Networks will pay all shipping costs that it incurs in connection with shipping the repaired or replacement Product to you, except that if you are located outside the United States, you will be responsible for any taxes, duties, fees or other charges assessed in connection with importing the repaired or replaced Product into your country of destination.

- b) **Advance Replacement:** You shall obtain an RMA number for the Product that you wish to return to Palo Alto Networks by contacting Support via telephone or via the Support Website. Support will work with you to confirm the Hardware problem and issue an RMA number to be used in connection with shipping the Product back to Palo Alto Networks. Palo Alto Networks will use commercially reasonable efforts to have a replacement Product delivered to you by the next business day. Palo Alto Networks will pay all shipping costs incurred in shipping the replacement Product to you. Upon receipt of a replacement Product, you shall return the defective Product to Palo Alto Networks in the replacement Product's packaging (shipping damage that occurs as a result of insufficient packaging is not covered under this Agreement), using the prepaid return airbill affixed to the exterior of the shipping carton, and arranging for the designated courier service for pickup. If Palo Alto Networks does not receive the returned Product within 10 business days after the delivered date of the replacement Product, you will be charged current list price of the replacement Product.
- c) **4 Hour RMA Replacement:** You shall obtain an RMA number for the Product that you wish to return to Palo Alto Networks by contacting Support. Support will work with you to confirm the Hardware problem and issue an RMA number. Palo Alto Networks will use commercially reasonable efforts to have a replacement Product delivered to you within four hours after issuance of the RMA number. You must have an authorized representative available to accept delivery of the replacement Product. If Palo Alto Networks (or its subcontractor) is unable to complete delivery because you did not have an authorized representative available, Palo Alto Networks reserves the right to charge you for costs incurred in making a subsequent delivery.

6. YOUR OBLIGATIONS

During the term of this Agreement, you must:

- a) Operate at the then-supported Maintenance Release;
- b) Use reasonable efforts to isolate, collect all error and log files to enable Palo Alto Networks to fulfill its obligations herein;
- c) Notify Palo Alto Networks if you physically relocates device(s) covered by 4 Hour RMA Replacement service to new location(s).

7. LIMITATIONS

The following services are expressly excluded from the Support Plans:

- a) Repair or replacement of Product required as a result of causes other than normal use, including without limitation: (i) repair, maintenance or modification of the Product by persons other than Palo Alto Networks-authorized personnel; (ii) accident or negligence of your fault; (iii) user error or misuse of the Product; or (iv) causes external to the Product such as, but not limited to, failure of electrical systems or fire or water damage or hardware failure, operation system software failure or any other damage and failure not caused by Palo Alto Networks.
- b) Maintenance or technical services for any third party software or hardware, where such third party software or hardware was not provided by Palo Alto Networks.

8. TERM AND TERMINATION

This Agreement will begin on the Effective Date and, unless terminated earlier in accordance with its terms, will remain in effect for the one, two or other multi-year support contract purchased. Palo Alto Networks will send you renewal reminders in advance of the expiration date(s). At the end of such term (and each renewal term thereafter, if any), this Agreement will automatically expire unless you renew by paying Palo Alto Networks the applicable fee and by following the renewal

procedure specified on the Support Website. Either party may terminate this Agreement at any time in the event that the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days following notice thereof from the non-breaching party.

9. CONFIDENTIALITY

"Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party ("**Discloser**"), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("**Recipient**"). Notwithstanding the foregoing, Confidential Information is exclusive of information or data that Recipient can prove by credible evidence: (i) was in the public domain at the time it was communicated to Recipient; (ii) entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient; (iii) was in Recipient's possession not in violation of any obligation of confidentiality at the time it was communicated to Recipient; (iv) was disclosed to Recipient not in any violation of any obligation of confidentiality; or (v) was developed by employees or agents of Recipient without use of or reference to the Confidential Information of Discloser. 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. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, but in no event use less effort than it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (vi) 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; (vii) on a confidential basis to its legal or professional financial advisors; or (viii) as required under applicable securities regulations. The foregoing obligations of each Party shall continue for the period terminating three (3) years from (ix) the date on which the Confidential Information is last disclosed, or (x) the date of termination of this Agreement, whichever is later.

10. GENERAL

10.1 No Warranty. Nothing in this Agreement shall be construed as expanding or adding to the warranty set forth in the EULA. PALO ALTO NETWORKS MAKES, AND YOU RECEIVE, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND PALO ALTO NETWORKS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

10.2 Indemnification and Procedure. Palo Alto Networks will defend, at its expense, any third-party action or suit brought against End User alleging that any Palo Alto Networks Product provided to End User hereunder infringes or misappropriates the third party's patent, copyright, trademark, or trade secret (a "**Claim**"), and Palo Alto Networks will pay any damages awarded in final judgment against End User or agreed to in settlement by Palo Alto Networks that are attributable to any such Claim; provided that End User: (i) promptly notifies Palo Alto Networks in writing of the Claim; (ii) gives Palo Alto Networks sole control of the defense and settlement of the Claim; and (iii) gives Palo Alto Networks, at Palo Alto Networks' expense, all information and assistance reasonably requested for the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that End User enters into without Palo Alto Networks' prior written consent. If the Product becomes, or in Palo Alto Networks' opinion is likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense: (i) procure for End User the right to continue using the Product; (ii) replace or modify the Product to avoid the Claim; or (iii) if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may accept return of the Product from End User and grant End User credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date of receipt by End User of such Product. Palo Alto Networks' obligations under this section shall not apply to the extent any Claim results from or is based on (a) modifications to the Product made by a party other than Palo Alto Networks or its designee; (b) the combination, operation, or use of the Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such

combination, operation or use; (c) failure to use the most recent version or release of the Product; (d) Palo Alto Networks' compliance with End User's explicit or written designs, specifications or instructions; or (e) use of the Product that is not in accordance with Palo Alto Networks' published specifications. THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND END USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

10.3 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (A) IN NO EVENT SHALL PALO ALTO NETWORKS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS, SERVICES OR OTHER GOODS), ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT PALO ALTO NETWORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS; AND (B) IN NO EVENT SHALL PALO ALTO NETWORKS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS RECEIVED BY PALO ALTO NETWORKS (DIRECTLY FROM END USER OR INDIRECTLY FROM A RESELLER) FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING FROM DEATH OR BODILY INJURY. You agree that the foregoing limitations of liability constitute a material inducement for Palo Alto Networks to enter into this Agreement and that the purchase price and fees charged to you would be substantially higher without such limitations.

10.4 Governing Law. Where Palo Alto Networks, Inc., is the contracting entity, this Agreement is 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 will be brought exclusively in the state or federal courts located in Santa Clara, California, or the Northern District of California, as applicable. Where Palo Alto Network (Netherlands) B.V., is the contracting party, this Agreement is 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 will be brought exclusively in the courts located in Amsterdam, Netherlands. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

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

10.6 Notices. All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

10.7 Waiver and Severability. 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. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. 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.

10.8 Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral Agreements, understandings and communications between the parties with respect to the subject matter hereof. Therefore, the parties agree that this Agreement shall be interpreted on the basis of its text only. Further, any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected and will be deemed null.

10.9 Force Majeure. Palo Alto Networks shall not be responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond its reasonable control.