

SERVICE LEVEL AGREEMENT

Prisma Cloud Subscription Service

Palo Alto Networks will use commercially reasonable efforts to make its Prisma Cloud SaaS Subscription service (“Service”) meet 99.9% Monthly Uptime Availability as set forth herein (“Service Level”). In the unlikely event that Palo Alto Networks does not meet this Service Level commitment, Customers will be eligible to claim a service credit as described below (“Service Credit”).

1. Service Level Commitment

Palo Alto Networks will use commercially reasonable efforts for the Service to maintain a Monthly Uptime Availability of at least 99.9%, which is calculated as follows:

$$\text{Monthly Uptime Availability Percentage} = \left(\frac{\text{Total Time} - \text{Downtime}}{\text{Total Time}} \right) \times 100\%$$

Total Time: Total number of minutes in a calendar month.

Downtime: Total number of minutes Customer lost external connectivity to the Prisma Cloud Console in a calendar month, excluding the number of minutes that meet the criteria under Section 2 - Exclusions.

2. Exclusions

Unavailability of the Service due to the following reasons shall be excluded from the Downtime, as provided for above:

- 2.1 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);
- 2.2 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;
- 2.3 Any reasonably unforeseeable interruption or degradation in Service due to actions or inactions caused by third parties or by activities outside Palo Alto Networks control, including, but not limited to, force majeure events;
- 2.4 Customer’s failure to purchase adequate licenses to meet the volume or capacity at which it uses the Service, if the SLA would have been met if not for such failure;
- 2.5 Rightful suspension and/or termination by Palo Alto Networks of the Service pursuant to the Palo Alto Networks End User Licensing Agreement (www.paloaltonetworks.com/legal/eula), unless Customer and Palo Alto Networks have entered into a separate written agreement that specifically overrides such End User Licensing Agreement;
- 2.6 Any feature or portion of the Service marked or licensed to Customer as “Beta,” “Test,” “Preview,” or the like, indicating that the feature has not been made generally available (aka production);
- 2.7 Scheduled and unplanned maintenance windows;

2.8 High Availability events and scaling events.

2.9 Blocking of data communications or other software as a service (SaaS) by Palo Alto Networks in accordance with its Information Security policies shall not constitute a failure to provide adequate Service under this Service-Level Agreement.

3. Service Credit Claim

3.1 Service Credits. In the event that a Customer reasonably believes that the Service Level in connection with Customer's use of the Service is not met in any calendar month, Customer may file a claim for Service Credit pursuant to Section 3.2 below. Once verified by Palo Alto Networks, Downtime shall begin to accrue from the time Customer notifies Palo Alto Networks pursuant to Section 3.2 and will continue to accrue until the Service is restored. Subject to the terms and conditions herein, for a qualified Claim, Palo Alto Networks will issue a Service Credit which equals to 2% of monthly Service fees when there is a period of at least sixty (60) consecutive minutes where Monthly Uptime Availability is not met, provided that: (1) no more than one Service Credit will be issued in any calendar day; and (2) for each calendar month, the maximum amount of Service Credit that Palo Alto Networks shall be liable for is one (1) week of the monthly Service Fee received by Palo Alto Networks.

3.2 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 Customer believes it is entitled to a Service Credit, it must open a case on the Customer Support Portal (<http://support.paloaltonetworks.com>) within 24 hours of the start of the outage. When properly submitted, Palo Alto Networks will use commercially reasonable efforts to adjudicate claims promptly and in good faith based on its technical records and the information provided by the Customer. Customers may check on the Claim status at any time and may sign up to receive notifications when the Claim status changes. Adjudicated Claims shall be deemed final and may not be submitted again for re-consideration.

3.3 Claim Eligibility. To qualify to receive benefits 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 trials or evaluations of the Service that are provided at no cost to the Customer.

4. Miscellaneous

4.1 Notifications. Customers may, at any time, obtain Service status updates at <https://status.paloaltonetworks.com>, which also provides region-specific status information and an alerts feature from which Customers may subscribe to receive Service notifications.

4.2 Applicability. The monthly Service fee attributable to the applicable Service excludes fees arising from additional services Customers may have purchased, such as Professional Services or consulting services, if any. The monthly Service fee may be calculated by dividing one-year Service fee by 12, three-year Service fee by 36, etc.

4.3 Distributor & Reseller Orders. 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. If a Customer purchased the Service directly from Palo Alto Networks, then Palo Alto Networks shall issue the Service Credit towards the next renewal of the Service.

4.4 Entire Liability. The foregoing terms state Palo Alto Networks' sole and exclusive liability and Customer's sole and exclusive remedy for any Claim of non-compliance of this Service Level Agreement.