

Palo Alto Networks Marketplace

Terms of Use

The Palo Alto Networks Marketplace (the “**Marketplace**”) is owned and operated by Palo Alto Networks, Inc., on behalf of itself and its affiliates (“**Palo Alto Networks**” or “**we**” or “**us**”). The Marketplace is an online marketplace where Palo Alto Networks makes Marketplace Products (as defined below) available to its visitors, subject to the terms herein.

By accessing and using the Marketplace website, you agree to these Palo Alto Networks Marketplace Terms of Use (“**Terms of Use**”), which represent a binding agreement between you and Palo Alto Networks. By entering into these Terms of Use on behalf of an entity or organization, you represent that you have the legal authority to bind that entity or organization to these Terms of Use, and the terms “**you**” and “**your**” will refer to that entity or organization. **Palo Alto Networks reserves the right to make changes to the Marketplace and to these Terms of Use at any time without providing notice of such changes. Your continued use of the Marketplace or any Marketplace Products downloaded by you will constitute your acceptance of any new or amended Terms of Use.**

Palo Alto Networks Products: means any of Palo Alto Networks’ Offerings, Integrations, and documentation information or data made available in the Marketplace.

Integrations: means software available in the Marketplace that integrates with certain Palo Alto Networks Offerings or Publisher Offerings.

Marketplace Products: means Palo Alto Networks Products and/or Publisher Offerings available in the Marketplace.

Offerings: means cloud-based or on-premises software, products or services, any related plug-ins, Integrations, connectors, and all upgrades and updates thereto.

Publishers: means the third parties, which may include some of Palo Alto Networks’ partners or customers, that make available and license the Publisher Products to you on the Marketplace.

Publisher Products: means Publisher’s Offerings, Integrations and documentation, information or data made available in the Marketplace.

1. The Marketplace

- a. **Overview.** In the Marketplace, you can access, browse, purchase, and/or download Marketplace Products.
- b. **License to Use Marketplace Products.** Your use of: (i) a Publisher Product is governed by the terms and conditions of the applicable end user license agreement (a “**EULA**”) between you and the applicable Publisher, and (ii) a Palo Alto Networks Product is governed by the Palo Alto Networks EULA available at: <https://www.paloaltonetworks.com/legal>. **If you do not wish to comply with the applicable EULA for a Marketplace Product, you must not access or use that Marketplace Product.**
- c. **Technology Partners and Contributors to Marketplace.** You may not post Publisher Products on the Marketplace unless you are enrolled in Palo Alto Networks’s Technology Partner Program pursuant to a separate written agreement

or **Palo Alto Networks's Contributor Agreement**. In the event of a conflict between these Terms of Use, and any such separate agreement, the terms of the separate agreement shall control in relation to any created and posted Publisher Products to the Marketplace.

- d. **Your Marketplace Account.** To access portions of the Marketplace or certain resources, you may be asked to provide certain registration details or other information. As a condition of your access to and use of the Marketplace, you hereby represent and warrant that (i) you are of the legal age of majority in the jurisdiction in which you reside; and (ii) all information you provide in connection with your account and use of the Marketplace is accurate, current, and complete. If you choose, or are provided with, a username, password, or other information as part of your registration process, you must treat such information as confidential and must not disclose them to any third party. You agree that you are solely responsible to us for all activities conducted through or in connection with your account. You agree to immediately notify Palo Alto Networks of any unauthorized access to or use of your account or credentials or any other security breach.
- e. **Marketplace availability.** We will not be liable if, for any reason, all or any part of the Marketplace is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the Marketplace.

2. Marketplace Products

- a. **Certification of Marketplace Products.** Marketplace Products may be marked as **Certified, Trusted, or Community** (as defined below). Except as otherwise set forth herein, such certification is made for informational purposes only and shall not be construed as making any representation, warranty, guarantee, or promise apart from those set forth in these Terms of Use. You are solely responsible for independently testing and validating any such Marketplace Products before using it or deploying it in a production environment.

Certified: means the Marketplace Products that have been reviewed or tested by Palo Alto Networks in accordance with its then-current certification process and are supported by Palo Alto Networks or a partner of Palo Alto Networks and are marked as "Certified."

Community: means the Marketplace Products that have not been tested, reviewed, or validated by Palo Alto Networks and are not supported by Palo Alto Networks and are marked as "Community."

Trusted: means the Marketplace Products that have been reviewed by Palo Alto Networks in accordance with its then-current process, but are not supported by Palo Alto Networks or a partner of Palo Alto Networks and are marked as "Trusted".

- b. **Use of Publisher Products with Palo Alto Networks Products.** Certain Publisher Products provided may be used only if you have obtained, or installed (or otherwise accessed) a validly licensed Palo Alto Networks Product and, as applicable, have satisfied any additional technical requirements described in the applicable Marketplace documentation.
- c. **Evaluation of Marketplace Products.** Palo Alto Networks or, if applicable, a Publisher, may offer a free evaluation and/or other limited versions of certain

Marketplace Products (“**Evaluation Marketplace Products**”) for the sole purpose of evaluation prior to downloading and/or purchasing the full version. Your use of the Evaluation Marketplace Products are subject to the applicable EULA (as set forth in 1(b)) (“**Evaluation Period**”). Access to and use of Evaluation Marketplace Products are limited to a certain number of temporary users, in each case as determined by Palo Alto Networks or, if applicable, the Publisher. On the expiration or termination of the Evaluation Period, you must cease all use of the Evaluation Marketplace Products, and must remove and delete all copies of such Evaluation Marketplace Product in your possession or control.

- d. **Publisher Products.** You acknowledge that the Publisher Products are provided solely by such Publishers. Notwithstanding anything to the contrary in these Terms of Use: (i) you acknowledge and agree that your access and use of Publisher Products is at your own discretion, and you are solely responsible for reviewing and complying with all applicable terms, conditions, EULAs, and privacy policies of the applicable Publisher and any associated websites; and (ii) Palo Alto Networks does not own, operate, control, or endorse any of these Publisher Products, including for the avoidance of doubt Marketplace Products marked as Certified or Trusted.
- e. **Support and Maintenance of Marketplace Products.** Palo Alto Networks or Publishers may provide, in their sole discretion, support and maintenance services for certain Marketplace Products, all in accordance with the applicable maintenance and support terms, including any applicable fees.

3. Privacy

Your use of the Marketplace (excluding your use of the Marketplace Products) and the information you submit to Palo Alto Networks through the Marketplace website are governed by Palo Alto Networks’s privacy policy available at: <https://www.paloaltonetworks.com/legal-notices/privacy> (the “**Privacy Policy**”). The Privacy Policy describes your data protection rights, how we process personal data, and any third parties with whom we may share such personal data. This includes, for example, personal data processed in connection with downloading Marketplace Products or Palo Alto Networks’s use of cookies and other tracking technologies on the Marketplace and community webpages.

Notwithstanding the foregoing, for data processed by Palo Alto Networks on behalf of a Palo Alto Networks customer (for example if your employer is a Palo Alto Networks customer), Palo Alto Networks’s processing of such data will be governed by its applicable agreement with the customer.

Palo Alto Networks does not acquire ownership of any personal data you submit through the Marketplace. Palo Alto Networks will process any personal data contained in user submissions solely in accordance with the Palo Alto Networks Privacy Policy and applicable data protection laws, including, where applicable, the EU General Data Protection Regulation (GDPR), the UK GDPR, and the California Consumer Privacy Act (CCPA).

To the extent user submissions contain personal data, Palo Alto Networks will treat such data in accordance with your rights under applicable law as set forth in the Privacy Policy (including rights of access, deletion, restriction, portability, and not selling or sharing your Personal Information). You can manage your cookie preferences at any time by clicking the “Cookie Preferences” in your private browser.

Palo Alto Networks's ownership claim over user submissions shall apply solely to the non-personal content of such submissions (for example, ideas, feature requests, code snippets, feedback, or other materials) and shall not limit or override your statutory rights with respect to personal data.

4. **Advertisement**

Advertising by Third Parties. Certain Publishers may advertise within the Marketplace, and/or otherwise market, promote, or encourage you to purchase their other products and services (collectively "**Third-Party Advertised Products**"). In connection with such advertising, you may be directed to or linked to a third-party website that is not owned, operated, or under the control of Palo Alto Networks (each a "**Third-Party Website**"). Any information or personal data which you provide to a Publisher directly or through a Third-Party Website is governed by the applicable Publisher's privacy policy, not Palo Alto Networks' Privacy Policy.

Further, if you elect to purchase or license such Third-Party Advertised Products, you acknowledge and agree that: (i) you may be required to pay the applicable Publisher license, subscription or other fees for the use of such Third-Party Advertised Products; (ii) your access and use is at your own discretion, and you are solely responsible for reviewing and complying with the applicable Publisher's terms and conditions, EULAs, and privacy policies; (iii) Palo Alto Networks does not own, operate, or control and Third-Party Websites or the Third-Party Advertised Products; and (iv) Palo Alto Networks shall have no responsibility or liability for your access to or use of any such Third-Party Website (including but not limited to its content, terms and conditions, or privacy policy), the Third-Party Advertised Products, or any claims arising out of your access to or use of, or inability to use, the Third-Party Advertised Products, under any circumstances.

5. **Intellectual Property**

- a. **Intellectual Property.** Except for the rights explicitly granted to you in these Terms of Use and in the EULA for each Marketplace Product, all rights, title, and interest in the Marketplace and the Marketplace Products shall remain the exclusive property of Palo Alto Networks and the respective Publishers and/or rights holders. No ownership rights in the Marketplace or the Marketplace Products are transferred to you by virtue of your access to or use of the Marketplace or by downloading, installing, or using the Marketplace Products.
- b. **Usage Data.** Palo Alto Networks shall be permitted to collect, use and retain data generated in connection with your access and use of the Marketplace and derivatives thereof ("**Marketplace Usage Data**") for its legitimate business purposes. Palo Alto Networks will not disclose Marketplace Usage Data to any unaffiliated third-party that identifies you, except to the extent required to comply with applicable law or valid order of a court or government agency of competent jurisdiction. To the extent that you provide Palo Alto Networks with any suggestions or comments related to the Marketplace ("**Marketplace Feedback**"), Palo Alto Networks shall own the Marketplace Feedback, have all rights to retain and use any Marketplace Feedback in current or future websites, products or services, without your approval or compensation to you. Palo Alto Networks acknowledges that all Marketplace Feedback is provided "AS IS" and agrees that it will not publicly release the Marketplace Feedback in any manner that identifies you as the source of such Marketplace Feedback, or that directly or indirectly connects the Marketplace Feedback with you. You represent and warrant that you either own or have all the necessary intellectual property rights in the Marketplace Feedback and that such

Marketplace Feedback shall be free from any confidentiality restrictions that might otherwise be imposed upon Palo Alto Networks.

6. General

- a. **Prohibited Uses.** You agree not to access or use the Marketplace in any manner:
- That violates any applicable federal, state, local, or international law or regulation, or advocates, promotes, or assists in any unlawful act, constitutes an illegal threat, or violates export control laws.
 - To develop or create a competitive product or to otherwise compete with Palo Alto Networks.
 - That violates the rights of any person or entity that may give rise to civil or criminal liability under applicable laws or regulations applicable to you, another user, and/or Palo Alto Networks, including violation of privacy or publicity rights, infringement of any copyright, patent, trademark, trade secret or other intellectual property right, or conflicts with these Terms of Use or the Palo Alto Networks Privacy Policy.
 - To transmit or introduce offensive materials, including those involving profanity, violence, sexual conduct, pornography, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
 - To monitor or attempt to gain unauthorized access to: (a) any data, information, or communications on any network or system not owned by you, without authorization; or (b) any system or network user accounts or passwords of other users, without authorization.
 - That is false, deceptive, misleading, or fraudulent, including but not limited to: (a) any attempt to impersonate any person or entity; (b) to misrepresent your identity or affiliation with any person or organization; and (c) any attempt to give the impression that you are posting materials from any person or entity other than yourself if that is not the case, including but not limited to altering your IP source address.
 - To monitor or copy materials from the Marketplace for any unauthorized purpose or access the Marketplace via any automatic device, process, or means of access such as a robot or spider.
 - That is in violation of export or import laws, rules, or regulations, as further set forth in 7 (e) below, or in any applicable EULA.
 - That may have a detrimental effect on the Marketplace's functionality, performance, availability, integrity, or security, including but not limited to: (a) gaining unauthorized access to, or attempting to compromise the security of, any network, system, computing facility, equipment, data, or information; (b) attempting to intercept, redirect, or otherwise interfere with communications intended for others; (c) disabling, damaging, overburdening, or impairing the Marketplace or any server, computer, or database connected to or accessed by the Marketplace; (d) modifying, blocking, or otherwise interfering with the display of the Marketplace; (e) interfering with another user's ability to access, use, and enjoy the Marketplace; (f) accessing another user's registration information or user account without that user's express written permission; (g) transmitting or introducing any malicious or technologically harmful element to the Marketplace such as a spyware program, virus, Trojan horse,

worm, or logic bomb; (h) performing, scalability testing, load testing, probing, scanning, penetration, or vulnerability testing of the Marketplace; or (i) engaging in any activities that result in any server serving the Marketplace being the target of a denial of service attack.

b. **DISCLAIMER.** UNLESS EXPLICITLY PROVIDED OTHERWISE, THE MARKETPLACE IS PROVIDED "AS IS". PALO ALTO NETWORKS MAKE NO WARRANTIES. AND EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT. PALO ALTO NETWORKS MAKES NO WARRANTY AS TO THE RELIABILITY, USEFULNESS, COMPLETENESS, TIMELINESS, QUALITY, SECURITY, SUITABILITY, AVAILABILITY, OR ACCURACY OF THE MARKETPLACE, OR THAT THE MARKETPLACE WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION. PALO ALTO NETWORKS IS NOT RESPONSIBLE FOR ANY PUBLISHER PRODUCTS OR THIRD-PARTY CONTENT, WHETHER OR NOT IT REVIEWED OR MODERATED SUCH PRODUCTS OR CONTENT. YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON MARKETPLACE PRODUCTS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

c. **Indemnification.** To the maximum extent permitted by applicable laws, you agree to defend, indemnify and hold us, our affiliates, and licensors and their respective officers, directors, employees, contractors, agents, licensors, and suppliers harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees and other costs of defense) resulting from your violation of these Terms of Use or your use of the Marketplace. We will be entitled, at our sole expense, to participate in the defense and settlement of the claim or action with counsel of our choosing. You may not settle any claims without our prior written consent (which will not be unreasonably withheld).

d. **LIMITATION OF LIABILITY.** UNLESS EXPLICITLY STATED OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PALO ALTO NETWORKS' MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE MARKETPLACE OR THESE TERMS OF USE, REGARDLESS OF THE CAUSE OF ACTION AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, INDEMNITY, OR ANY OTHER LEGAL THEORY, EXCEED USD \$1,000.

IN NO EVENT SHALL PALO ALTO NETWORKS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL OR BUSINESS, LOSS OR CORRUPTION OF DATA, OR COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION RESULTING FROM USE OF OR UNAVAILABILITY OF THE MARKETPLACE OR THE MARKETPLACE PRODUCTS, REGARDLESS OF WHETHER PALO ALTO NETWORKS OR AN AUTHORIZED PALO ALTO NETWORKS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- e. **Compliance with Laws; Export.** You will use the Marketplace in compliance with all applicable laws, rules, regulations, and guidelines.
- f. **U.S. Government Users.** If Customer is located in North or Latin America, this Agreement shall be 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 County, California. If Customer is located outside North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts of London, England. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- g. **Termination.** Your rights to access and use the Marketplace may terminate without notice if you fail to comply with these Terms of Use. Further, Palo Alto Networks, in its sole discretion, may terminate your access and use of the Marketplace for any or no reason by giving you written notice.

h. **JURISDICTION AND GOVERNING LAW**

These Terms of Use shall be governed by and construed in accordance with the laws applicable to the Palo Alto Networks contracting entity with which you (or your employer or organization) have entered into a binding agreement for the purchase or licensing of Palo Alto Networks products or services ("**Customer Agreement**"). The exclusive jurisdiction and venue for any disputes arising out of or relating to these Terms of Use shall be the courts specified in the applicable Customer Agreement. If no Customer Agreement exists, these Terms of Use shall be governed by the laws of the State of Massachusetts, United States, without reference to conflict of laws principles, and the courts located in Boston, Massachusetts shall have exclusive jurisdiction. You agree to waive all defenses of lack of personal jurisdiction and forum non-conveniens and agree that the process may be served in a manner authorized by applicable law or court rule. To the extent not prohibited by applicable law, you hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to these Terms of Use or the Marketplace.

- i. **DMCA Process.** If you believe that any content in the Marketplace violates your copyright, please notify Palo Alto Networks's copyright agent in writing. The contact information for Palo Alto Networks's copyright agent is at the bottom of this section. Palo Alto Networks cannot take action unless you give us all the required information. In order for Palo Alto Networks to take action, you must do the following in your notice:
 - i. Provide your physical or electronic signature;
 - ii. Identify the copyrighted work that you believe is being infringed;
 - iii. Identify the item that you think is infringing and include sufficient information about where the material is located (including which website) so that Palo Alto Networks can find it;

- iv. Provide Palo Alto Networks with a way to contact you (such as address, telephone number, or email);
- v. Provide a statement that you believe in good faith that the item identified as infringing is not authorized by the copyright owner, its agent, or the law to be used by Palo Alto Networks; and
- vi. Provide a statement that the information you provide in the notice is accurate, and that (under penalty of perjury), you are authorized to act on behalf of the copyright owner whose work is being infringed.

Here is the contact information for Palo Alto Networks's copyright agent:

Copyright Enforcement

Office of the General Counsel

Palo Alto Networks, Inc.

3000 Tannery Way

Santa Clara, CA95054

Attn: Copyright Agent

Email: DMCA@paloaltonetworks.com

- j. **Contact Information.** For communications concerning these Terms of Use (other than DMCA notices, which you must send in accordance with the procedures above), please write to IP_Legal_Team@paloaltonetworks.com
- k. **Assignment.** You may not assign or transfer the agreement formed by your agreeing to these Terms of Use. Palo Alto Networks may freely assign, transfer, and delegate its rights and obligations under these Terms of Use. You acknowledge and agree that Palo Alto Networks' affiliates, contractors, and service providers may exercise all rights of Palo Alto Networks under these Terms of Use.
- l. **Weblinks.** Certain links provided herein permit you to leave this site and enter non-Palo Alto Networks sites. These linked sites are not under Palo Alto Networks' control. Palo Alto Networks is not responsible for the contents of any linked site or any changes or updates to such sites. Palo Alto Networks is providing these links to you only as a convenience. The inclusion of any link does not imply endorsement by Palo Alto Networks of any linked site. Linking to this site is subject to Palo Alto Networks's approval. If you would like to link to Palo Alto Networks' web site, please contact us at: IP_Legal_Team@paloaltonetworks.com
- m. **Feedback & Suggestions.** Should you share any direct feedback, comments, suggestions, requests for support, and other communications relating to the Marketplace with us, Palo Alto Networks shall have a perpetual, irrevocable, royalty free, fully paid, sublicensable, transferable, nonexclusive, worldwide license to make, use, sell, offer for sale, import, or otherwise use or commercially exploit for any purpose, any feedback and suggestions for improvements or enhancements to the Marketplace and the Marketplace Products without obligation of confidentiality or otherwise.

- n. **Copyright to Marketplace.** All content included on the Marketplace, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Palo Alto Networks or its content suppliers and protected by United States and international copyright laws. The compilation of all content on the Marketplace website is the exclusive property of Palo Alto Networks and protected by U.S. and international copyright laws. The Marketplace website or any portion of the Marketplace website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Palo Alto Networks. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Marketplace website without express written consent. You may not use any meta tags or any other "hidden text" utilizing Palo Alto Networks's name or trademarks without the express written consent of Palo Alto Networks. Any unauthorized use terminates the permissions and licenses granted hereunder by Palo Alto Networks.
- o. **Miscellaneous.** No waiver of these Terms of Use by us shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of ours to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Palo Alto Networks reserves the right to make changes to these Terms of Use from time to time without notice. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. There are no third-party beneficiaries to these Terms of Use. The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and us with respect to the Marketplace and Marketplace Products, except as expressly set forth herein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. For the avoidance of doubt, these Terms of Use do not supersede any written agreement between you and use pursuant to which you have been granted the right to use or access a Palo Alto Networks Product.