

Cloud NGFW for AWS

Service Level Agreement

Palo Alto Networks will use commercially reasonable efforts to make its Cloud NGFW for AWS service ("Service") available at least 99.99% of the time during any calendar month. In the event that Palo Alto Networks does not meet this service level commitment, customers will be eligible to receive a Service Credit as described below.

Service Level Commitment

The following Service Levels and Service Credits apply to the Customer's use of the Service. If during any calendar month, the Service availability falls below 99.99%, the customer will be eligible to request a Service Credit. Customer must submit such a request ("claim") for credit. If customer makes such a claim, Service Credits owed will be calculated as follows:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	100%

Definitions

"Cloud NGFW for AWS service" is Palo Alto Networks ML-powered Next-Generation firewall capabilities delivered as a service on the AWS platform

"Cloud NGFW tenant" is an instantiation of the Cloud NGFW service associated with an AWS customer account. The tenant is created when a user associated with the AWS customer

account subscribes to the Cloud NGFW service. The user can create NGFW resources within the tenant.

“NGFW resource” refers to a logical resource that provides NGFW capabilities to customers’ AWS Virtual Private Cloud (VPC). This resource has built-in resiliency, scalability, and life-cycle management. NGFW resource spans multiple AWS availability zones.

“Deployment Minutes” is the total number of minutes that a given NGFW resource is provisioned during a billing month in a given AWS region.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all NGFW resources provisioned in a Cloud NGFW tenant during a billing month.

“Downtime” is the total accumulated Deployment Minutes across all NGFW resources in a Cloud NGFW tenant provisioned during a month in which the NGFW resource is Unavailable. An NGFW resource is considered **“Unavailable”** during a given minute if packets are routed to the NGFW resource and the NGFW resource processes none of the packets routed to it within the minute. If no packets are routed to the NGFW resource during the minute, the NGFW resource is considered available during the minute.

“Excluded Downtime” is downtime resulting directly or indirectly from any “Cloud NGFW for AWS” SLA Exclusion.

“Monthly Uptime Percentage” is calculated as Maximum Available Minutes less Downtime less Excluded Downtime, divided by Maximum Available Minutes less Excluded Downtime, in a billing month for a given Cloud NGFW tenant. The following formula represents Monthly Uptime Percentage:

$$\text{Monthly Uptime Percentage} = \frac{(\text{Maximum Available Minutes} - \text{Downtime} - \text{Excluded Downtime})}{\text{Maximum Available Minutes} - \text{Excluded Downtime}} * 100$$

Administration

Service Credit

A **“Service Credit”** is a dollar credit, calculated as set forth in the table above, that Palo Alto Networks credits back to your AWS account using the [AWS Marketplace refund process](#). Service Credits are calculated as a percentage of the Cloud NGFW hourly charges paid by you for the “Cloud NGFW for AWS” service during the month, **excluding traffic secured GB charges**.

- In any month, the maximum amount of Service Credit that Palo Alto Networks shall be liable for is 100% of the monthly service fee paid by the Customer.
- In the case of multi-year contracts, Palo Alto Networks may calculate the monthly service fee by dividing the service fee by the number of months of the contract duration.
- The Service Credit will be based on the estimated retail price for the applicable Service, as determined by us at our reasonable discretion.

Eligibility

To qualify to claim and receive credits under this Service Level Agreement, Customer must be in good standing and Customer shall not be or have been delinquent in paying Service fees. This Service Level Agreement does not apply to beta, trials, and evaluations of the Service provided at no cost to the Customer.

Notifications

Customer may, at any time, obtain Service status <https://status.paloaltonetworks.com>, which provides region-specific status information and an alerts feature from which Customers may subscribe to receive service notifications. Palo Alto Networks will use commercially reasonable efforts to provide advance notice of Service events.

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 the customer believes it is entitled to a Service Credit, they must (a) report the outage within 24 hours of an incident using the [Cloud NGFW LIVEcommunity](#) and (b) submit a claim on the Claim Dashboard (https://supportcases.paloaltonetworks.com/apex/Communities_Claims) within 5 business days of the outage. Customer must include the following information in their claim:

1. The words "SLA Credit Request" in the subject line;
2. The dates and times of each unavailability incident that you are claiming;
3. The affected Cloud NGFW resources;
4. The email address associated with your AWS account.
5. AWS account number of your account used to subscribe to your product.
6. The billing periods for which the Customer would like a Service Credit.
7. Logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks);

When properly submitted, Palo Alto Networks will evaluate all information available and make a good faith determination of whether you are owed a Service Credit. Palo Alto Networks shall use commercially reasonable efforts to promptly adjudicate the claim after determining the outage's root cause and closing the case, confirming your request. Palo Alto

Networks shall be the final arbiter of whether any Service Credits are due. Adjudicated claims shall be deemed final and maybe not re-submitted for reconsideration.

The customer's failure to properly submit a claim for a Service Credit or respond to or provide any other information necessary to validate the request will disqualify the Customer from receiving a Service Credit.

If Palo Alto Networks determines that a Service Credit is owed to the Customer, it will use the [AWS Marketplace refund process](#) to apply the Service Credit to the customer's AWS account. Service Credits will not entitle the customer to any refund or other payment from Palo Alto Networks. The Service Credits awarded in any billing month for the Cloud NGFW for AWS service will not exceed your monthly service fees as applicable in the billing month. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other Cloud NGFW tenant.

Exclusions

This Service Level Agreement does not apply to any unavailability, suspension, or termination of Cloud NGFW for AWS, or any other performance issues, that result from:

1. Any reasonably unforeseeable interruption or degradation in service due to actions or inactions caused by third parties and beyond the control of Palo Alto Networks, including, but not limited to, force majeure events or Internet access.
2. Factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to AWS, including at your site or between your site and AWS);
3. Failure of Customer's Internet Service Provider, utility companies, or another vendor (s) Customer relies on to access the internet;
4. Use of services, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services (other than third-party equipment, software, or technology under Palo Alto Networks' control);
5. Any actions or inactions by you or any third party, including the improper configuration of your NGFW Resources, AWS routing tables, or other AWS resources;
6. Your failure to follow the guidelines or adhere to any required configurations described in the Cloud NGFW documentation, use supported platforms, follow any policies for acceptable use, failure to modify your use of a Service as advised, or your use of the Service in a manner inconsistent with the Service's features and functionality.
7. Your attempts to perform operations exceeding prescribed quotas or use features outside of associated support, or from our throttling of suspected abusive behavior.
8. Your failure to purchase an adequate license to meet the volume or capacity at which you use the Service if the Service commitment would have been met if not for such failure
9. Your unauthorized action or lack of action when required, or from your employees, agents, contractors, vendors, or anyone gaining access to our network using your

passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;

10. Planned and unplanned maintenance windows;
11. Rightful suspension and/or termination by Palo Alto Networks of the Service according to the Palo Alto Networks End User Agreement.

Sole and Exclusive Remedy

The foregoing terms state Palo Alto Networks' sole and exclusive liability and your sole and exclusive remedy for any claim of non-compliance of service level commitment.

Service-Level Agreement

Cloud NGFW on Azure

Palo Alto Networks will use commercially reasonable efforts to make its Cloud NGFW on Azure service ("Service") available at least 99.99% of the time during any calendar month. In the event that Palo Alto Networks does not meet this Service-Level Agreement, customers will be eligible to receive a Service Credit as described below.

Service-Level Agreement

The following service levels and Service Credits apply to the customer's use of the Service. If, during any calendar month, the Service availability falls below 99.99%, the customer will be eligible to request a Service Credit. Customers must submit such a request ("claim") for credit. If a customer makes such a claim, Service Credits owed will be calculated as shown in table 1.

Table 1. Service Levels and Service Credits	
Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	100%

Definitions

Cloud NGFW on Azure Service

The Cloud NGFW on Azure service is Palo Alto Networks ML-Powered Next-Generation Firewall (NGFW) delivered as a service on the Azure platform.

Cloud NGFW Tenant

Cloud NGFW tenant is an instantiation of the Cloud NGFW Service associated with an Azure customer account. The tenant is created when a user associated with the Azure customer account subscribes to the Cloud NGFW service. The user can create NGFW resources within the tenant.

NGFW Resource

NGFW resource refers to a logical resource that provides NGFW capabilities to customers' Azure Virtual Network (VNet). This resource has built-in resiliency, scalability, and lifecycle management. The NGFW resource spans multiple Azure availability zones.

Deployment Minutes

Deployment minutes are the total number of minutes that an NGFW resource is provisioned during a billing month in a given Azure region.

Maximum Available Minutes

Maximum available minutes are the sum of all deployment minutes across all NGFW resources provisioned in a Cloud NGFW tenant during a billing month.

Downtime

Downtime refers to the total accumulated deployment minutes across all NGFW resources in a Cloud NGFW tenant provisioned during a month in which the NGFW resource is unavailable.

Unavailable

An NGFW resource is considered “unavailable” during a given minute if packets are routed to the NGFW resource and the NGFW resource processes none of the packets routed to it within the minute. If no packets are routed to the NGFW resource during the minute, the NGFW resource is considered available during the minute.

Excluded Downtime

Excluded downtime is downtime that results directly or indirectly from any Cloud NGFW on Azure SLA Exclusion.

Monthly Uptime Percentage

The monthly uptime percentage is calculated as shown in table 2. It is the *maximum available minutes less downtime less excluded downtime*, divided by *maximum available minutes less excluded downtime*, in a billing month for a given Cloud NGFW tenant.

Table 2. Monthly Uptime Percentage Formula

$$\text{Monthly Uptime Percentage} = \frac{(\text{Maximum Available Minutes} - \text{Downtime} - \text{Excluded Downtime})}{\text{Maximum Available Minutes} - \text{Excluded Downtime}} \times 100$$

Administration

Service Credit

A Service Credit is a dollar credit, calculated as set forth in table 1 that Palo Alto Networks credits back to the customer’s Azure account using the [Azure Marketplace refund process](#). Service Credits are calculated as a percentage of the Cloud NGFW hourly charges paid by the customer for the Cloud NGFW on Azure service during the month, excluding traffic secured GB charges:

- In any month, the maximum amount of Service Credit that Palo Alto Networks shall be liable for is 100% of the monthly service fee paid by the customer.
- In the case of multiyear contracts, Palo Alto Networks may calculate the monthly service fee by dividing the service fee by the number of months of the contract duration.
- The Service Credit will be based on the estimated retail price for the applicable service, as determined by us at our reasonable discretion.

Eligibility

To qualify to claim and receive credits under this Service-Level Agreement, a customer must be in good standing and shall not be or have been delinquent in paying service fees. This Service-Level Agreement does not apply to beta, trials, and evaluations of the service provided at no cost to the customer.

Notifications

Customers may, at any time, obtain service status at <https://status.paloaltonetworks.com>, which provides region-specific status information and an alerts feature from which customers may subscribe to receive service notifications. Palo Alto Networks will use commercially reasonable efforts to provide advance notice of service events.

Claims Process

Customers must have enrolled for an account on the Customer Support Portal to open a case and submit a claim. If a customer believes they are entitled to a Service Credit, they must:

1. Report the outage within 24 hours of an incident using the [Cloud NGFW LIVEcommunity](#).
2. Submit a claim on the Claim Dashboard (https://supportcases.paloaltonetworks.com/apex/Communities_Claims) within five business days of the outage.

A customer must include the following information in their claim:

1. The words "SLA Credit Request" in the subject line.
2. The dates and times of each unavailability incident that they are claiming.
3. The affected Cloud NGFW resources.
4. The email address associated with their Azure account.
5. The Azure account number of the account used to subscribe to their product.
6. The billing periods for which the customer would like a Service Credit.
7. Logs that document the errors and corroborate the claimed outage (remove or replace with asterisks any confidential or sensitive information in these logs).

When the customer properly submits the claim, Palo Alto Networks will evaluate all information available and make a good-faith determination of whether they are owed a Service Credit. Palo Alto Networks shall use commercially reasonable efforts to promptly adjudicate the claim after determining the outage's root cause and closing the case, confirming the customer's request. Palo Alto Networks shall be the final arbiter of whether any Service Credits are due. Adjudicated claims shall be deemed final and may not be resubmitted for reconsideration.

A customer's failure to properly submit a claim for a Service Credit, or respond to or provide any other information necessary to validate the request, will disqualify the customer from receiving a Service Credit.

If Palo Alto Networks determines that a Service Credit is owed to the customer, it will use the [Azure Marketplace refund process](#) to apply the Service Credit to the customer's Azure account. Service Credits will not entitle the customer to any refund or other payment from Palo Alto Networks. The Service Credits awarded in any billing month for the Cloud NGFW on Azure service will not exceed the customer's monthly service fees as applicable in the billing month. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than US\$1. Service Credits may not be transferred or applied to any other Cloud NGFW tenant.

Exclusions

This Service-Level Agreement does not apply to any unavailability, suspension, or termination of Cloud NGFW on Azure, or any other performance issues, that result from:

1. Any reasonably unforeseeable interruption or degradation in service due to actions or inactions caused by third parties and beyond the control of Palo Alto Networks, including, but not limited to, force majeure events or internet access.
2. Factors outside our reasonable control. For example, these may include natural disasters, war, acts of terrorism, riots, government action, or a network or device failure external to Azure, including at the customer's site or between the customer's site and Azure.
3. Failure of the customer's internet service provider, utility companies, or other vendor customer relies on to access the internet.

4. Use of services or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services (other than third-party equipment, software, or technology under the control of Palo Alto Networks).
5. Any actions or inactions by the customer or any third party, including the improper configuration of the customer's NGFW resources, Azure routing tables, or other Azure resources.
6. The customer's failure to follow the guidelines or adhere to any required configurations described in the Cloud NGFW documentation, use supported platforms, follow any policies for acceptable use, failure to modify the customer's use of a Service as advised, or their use of the Service in a manner inconsistent with the Service's features and functionality.
7. The customer's attempts to perform operations exceeding prescribed quotas or use features outside of associated support, or from our throttling of suspected abusive behavior.
8. The customer's failure to purchase an adequate license to meet the volume or capacity at which the customer uses the Service if the Service commitment would have been met if not for such failure.
9. The customer's unauthorized action or lack of action when required, or from their employees, agents, contractors, vendors, or anyone gaining access to our network using their passwords or equipment, or otherwise resulting from the customer's failure to follow appropriate security practices.
10. Planned and unplanned maintenance windows.
11. Rightful suspension, termination, or both by Palo Alto Networks of the service according to the Palo Alto Networks End-User Agreement.

Sole and Exclusive Remedy

The foregoing terms state the sole and exclusive liability of Palo Alto Networks and the sole and exclusive remedy of the customer for any noncompliance claim of Service-Level Agreement.



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SERVICE LEVEL AGREEMENT

Prisma SD-WAN

For its Prisma® SD-WAN SaaS Subscription Service, Palo Alto Networks commits to using commercially reasonable efforts to achieve a 99.99% level of dataplane availability due to Prisma SD-WAN portal outages. "Dataplane" means all physical or virtual components through which the Customer's data traffic flows. Any disruption of the Prisma SD-WAN portal should not impact the functionality of the Customer's dataplane.

Service Level Commitment: Dataplane Monthly Uptime Availability	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.9%	5
Less than 99.9% but equal to or greater than 99%	15
Less than 99%	25

1. Service Level Commitments

1.1 Uptime Availability SLA. Service availability is calculated for each location of the CloudGenix-supplied or Prisma SD-WAN-supplied hardware ("Branch"). If, during any calendar month, the service availability falls below 99.99%, the Customer must submit a claim for credit, calculated as follows:

Monthly Uptime Availability is calculated by subtracting from 100% the percentage of minutes during any calendar month the dataplane is not available. This calculation excludes downtime resulting from any planned outage wherein Palo Alto Networks had provided prior notice or any emergency outage making it impracticable for Palo Alto Networks to issue advance notice and taking into account the exclusions set forth in section 1.2:

$$\text{Availability} = \frac{(\text{Total} - \text{Downtime} - \text{Excluded})}{100 (\text{Total} - \text{Excluded})} \times 100$$

Total = Total number of minutes in a calendar month.

Downtime = Time for which a Branch experiences a complete loss of capability due to Prisma SD-WAN portal outage or malfunction.

Excluded = Excluded time, including criteria specified in section 1.2, "Exclusions."

1.2 Exclusions. This Service Level Agreement shall not apply, and the service shall be deemed available, where the loss of service results from:

- 1.2.1 Customer's equipment, software, technology, and/or third-party equipment, software, or technology (other than third-party equipment, software, or technology under the control of Palo Alto Networks).
- 1.2.2 Failure of the Customer's internet service provider, utility companies, or other vendor(s) the Customer relied on to access the internet.
- 1.2.3 Failure of the Customer to monitor system faults and alarms available in the management portal or via API or SNMP-based monitoring tools.
- 1.2.4 Customer's misconfiguration of service features or settings that are wholly under the Customer's control.
- 1.2.5 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.
- 1.2.6 Any feature or portion of the service marked as "Beta," "Test," "Preview," or the like, indicating that the feature has not been made generally available (also called "production").
- 1.2.7 Any reasonably unforeseeable interruption or degradation in service due to actions or inactions caused by third parties including, but not limited to, force majeure events.
- 1.2.8 Planned and emergency maintenance windows. Palo Alto Networks conducts emergency maintenance to address and mitigate an outage or degradation of service.
- 1.2.9 Scheduled maintenance, high availability, and scaling events.
- 1.2.10 Portal defects and failures (e.g., ION element software, network routing protocol convergence events) that are not based on Prisma SD-WAN.
- 1.2.11 Rightful suspension and/or termination by Palo Alto Networks in accordance with the service agreement.

2. Administration

- 2.1 Notifications.** Customers may, at any time, obtain service status at the [Prisma SASE updates page](#) which provides region-specific status information, and an alerts feature from which Customers may subscribe to receive service notifications. Palo Alto Networks will use commercially reasonable efforts to provide advance notice of service events.
- 2.2 Eligibility.** To qualify to receive benefits under this Service Level Agreement, the Customer must (a) be in good standing (i.e., the Customer shall not be or have been delinquent in paying service fees); and (b) have onboarded the service for at least fifteen (15) days. This Service Level Agreement does not apply to any trials and/or evaluations provided at no cost to the Customer.
- 2.3 Claims Process.** Customers must have enrolled for an account on the Customer Support Portal to open a case and submit a claim. If the Customer believes they are entitled to a service credit, they must: (a) open a case on the [Customer Support Portal](#) within 24 hours of an outage or an incident; and (b) submit a claim on the [Claim Dashboard](#) within 5 business days of the outage. When properly submitted, Palo Alto Networks will use commercially reasonable efforts to adjudicate claims promptly: no later than 15 days after the root cause of the outage has been determined and the case closed. Customers may check on the claim status at any time and may sign up to receive notification when the claim status changes. Adjudicated claims shall be deemed final and may not be submitted again for reconsideration.

2.4 Service Credit Calculation.

- 2.4.1 Service credits are calculated by multiplying the Service Credit Percentage by the proportional monthly service fee, and further prorated by the part of the service affected by the outage:

$$\text{Service Credit} = \text{Service Credit Percentage} \times \text{Monthly Service Fee} \times \text{Service Outage}$$

(see table in section 1) (see 2.4.2) Total Service (see 2.4.4)

- 2.4.2 The monthly service fee attributable to the service excludes fees arising from collateral services Customers may have purchased, such as Professional or Consulting Services, if any. The monthly service fee may be calculated by dividing the one-year service fee by 12, the three-year service fee by 36, etc.
- 2.4.3 For each month, the maximum amount of service credit that Palo Alto Networks shall be liable for is 100% of the monthly service fee paid to Palo Alto Networks.
- 2.4.4 Service Outage and Total Service are measured on a per-Branch basis as experienced by the outage.
- 2.4.5 The service credit will be applied by extending the service subscription term in proportion to the amount of the service credit due to the Customer.
- 2.4.6 The foregoing terms state the sole and exclusive liability of Palo Alto Networks and the Customer's sole and exclusive remedy for any claim of breach of this Service Level Agreement.