

# **PALO ALTO NETWORKS CERTIFICATION PROGRAM (PANCP)**

## **CANDIDATE AGREEMENT**

READ THIS PANCP CANDIDATE AGREEMENT (“AGREEMENT”) BEFORE PROCEEDING WITH PALO ALTO NETWORKS CERTIFICATION PROGRAM (PANCP) EXAM AND CERTIFICATION PROCESS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND PALO ALTO NETWORKS, INC. (“PALO ALTO NETWORKS”). BY ACCEPTING THIS AGREEMENT, YOU HEREBY AGREE THAT THE FOLLOWING TERMS AND CONDITIONS IN THIS AGREEMENT SHALL GOVERN YOUR PARTICIPATION IN THE PALO ALTO NETWORKS CERTIFICATION PROGRAM (“PROGRAM” or “PANCP”). THE “EFFECTIVE DATE” OF THIS AGREEMENT SHALL BE THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN DO NOT ACCEPT THESE TERMS AND DO NOT CONTINUE WITH THE PANCP EXAMINATION AND CERTIFICATION PROCESS.

The PANCP is a technical certification program related to Palo Alto Networks products, solutions, and related technology.

### **1. DEFINITIONS. Capitalized terms in this Agreement shall have the following meanings:**

- 1.1. “Certification Requirements” or “Requirements” shall mean any one of those sets of requirements established by Palo Alto Networks that an individual must initially meet to achieve PANCP-certified status and that the individual must continue to meet to maintain designated status for the associated PANCP Track.
- 1.2. “Designation” shall mean any one of the titles established by the Palo Alto Networks Certification Program which you may become qualified to use by successfully passing all required Program exams and complying with all other Program Requirements for the Track associated with that title.
- 1.3. “Logo” shall mean any one of the Program logos established by Palo Alto Networks which you may become qualified to use by successfully passing all required Program tests and complying with all other Program Requirements for the Track associated with the Logo.
- 1.4. “Program” shall mean the Palo Alto Networks Certification Program, as described herein, and as further described and updated here: <https://www.paloaltonetworks.com/services/education>.
- 1.5. “Program Track” or “Track” shall mean any one of the types of certifications established by Palo Alto Networks under the Program.
- 1.6. “Services” shall mean certification services and ancillary services relating to the certification of Program Tracks, including but not limited to, technical skills growth services.

### **2. PANCP CERTIFICATION**

- 2.1. Each Track has an associated set of Requirements. Current Requirements for the Tracks are available on multiple Palo Alto Networks web pages, including but not limited to <https://www.paloaltonetworks.com/services/education>.
- 2.2. You must have (a) accepted this Agreement, and (b) received from the Program office an acknowledgement that you have successfully passed all required exams and any additional Requirements for that Track.

- 2.3. To maintain your achieved status for a Track, you must maintain compliance with your obligations under this Agreement and with the current Program Requirements as may be specified or modified by Palo Alto Networks periodically for that Track. You agree that Palo Alto Networks shall be entitled to require that you pass new, different, or revised tests / exams from time to time as a requirement for maintaining your PANCP certification(s).
- 2.4. This Agreement is effective from the Effective Date until the Agreement is terminated earlier in accordance with the terms herein. The term during which you may use the Designation and Logo for a Track shall commence on your receipt of written confirmation from the Program office that you are certified for that Track and shall terminate upon the occurrence of the earlier of **(a)** the termination of this Agreement, or **(b)** you fail to meet or maintain the Requirements established by Palo Alto Networks for maintaining your PANCP certification for that Track.

### **3. CANDIDATE CONDUCT POLICY**

You will not participate in any cheating incident, breach of security, misconduct, or any other behavior that could be considered a compromise of the confidentiality, integrity, or availability of any Palo Alto Networks certification examination or any Palo Alto Networks certification. Such behaviors include, but are not limited to, the following:

- Disseminating actual exam content by any means, including, but not limited to: web postings, formal or informal test preparation or discussion groups, chat rooms, reconstruction through memorization, study guides, or any other method
- Copying, publishing, selling, offering to sell, distributing in any way, or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling, or translating any Exam or any part thereof
- Seeking and / or obtaining unauthorized access to examination materials (e.g., using brain dump material and / or any unauthorized publication of Exam questions with or without answers)
- Using falsified or altered certificates, score reports, badges, or other documents or electronic media to misrepresent your Certification status or that of another individual
- Except as authorized by the Testing Delivery Partners or Palo Alto Networks, possession in the testing area of any materials or equipment including but not limited to: mobile phones, hand-held computers / personal digital assistants (PDAs), laptop computers, pagers, cameras, video recorders, watches, wallets, backpacks, briefcases, purses, hats, car keys, bags, vests, coats, books, notes, paper or documents, and any writing materials
- Providing falsified information, documentation, or statements as a means of a false identity, false address, or solicitation of someone to take a test on another's behalf
- Causing a disturbance of any kind while taking an examination
- Removing or attempting to remove exam material (in any format) from the physical or digital testing area
- Tampering with the operation of the testing facility computer or attempting to use it for any function other than taking a Palo Alto Networks examination
- Violating the Palo Alto Networks exam retake policy
- Giving, receiving, or obtaining unauthorized assistance during the examination or attempting to do so
- Misconduct as determined by statistical analysis

- Making notes of any kind while in the secure areas of the test center except on the writing materials provided at the test center for this purpose
- Failing to adhere to any Palo Alto Networks or Test Delivery Partner's policy, procedure, rule, or instruction
- Altering or misrepresenting examination scores
- Allowing another person, or an organization in which you are not actively involved, to use your certification credentials to obtain employment or promotions
- Otherwise violating the terms of the Palo Alto Networks Candidate Agreement or Certification Handbook
- If taking an examination remotely, tampering with the operation of your personal computer, private network, or allowing unauthorized software to run in the background that would attempt to perform any function other than taking a Palo Alto Networks examination, or any other action that compromises the integrity of the examination

#### **4. CONFIDENTIALITY**

- 4.1 Palo Alto Networks Confidential Information. You understand, acknowledge, and agree that the tests and exams and all information provided to you or obtained by you related to the tests and exams, including, but not limited to, the specific questions and the content, structure, and organization of the tests, shall be deemed to be the confidential information of Palo Alto Networks ("Confidential Information"). Palo Alto Networks makes exams available to you solely to test your knowledge of the exam subject matter for which you seek certification. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any exam and any related information including, without limitation, questions, answers, worksheets, computations, drawings, diagrams, length or number of exam segments or questions, or any communication, including oral communication regarding or related to the exam, in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose, without the prior express written permission of Palo Alto Networks.
- 4.2 Your Confidentiality Obligations. You agree that you will, both during and after the term of this Agreement, (a) hold all Confidential Information in confidence and take all reasonable measures to protect the Confidential Information, (b) make no use of the Confidential Information except as expressly allowed under this Agreement, and (c) not disclose, reproduce, disseminate or transmit in any way any portion of the Confidential Information to any third party in any form, including without limitation, written, electronic or verbal.
- 4.3 Intellectual Property Ownership. Palo Alto Networks retains all rights, title and interest in and to all Program and related information, content, data, exams, materials, software, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by Palo Alto Networks to you are expressly reserved to Palo Alto Networks.

#### **5. INTEGRITY OF THE PANCP EXAMINATION PROCESS**

- 5.1 Exam fraud includes any action or attempt by an individual or group of individuals to influence the testing process through cheating, collusion, and / or copying exam questions. This may occur prior to taking a test, during a test, or after a test has been taken. You acknowledge and agree that Palo Alto Networks or its designated agents have the right to research exam results by statistical analysis and other methods to monitor for evidence of exam fraud. If such analysis reveals evidence of exam fraud, Palo Alto Networks reserves the right to investigate further and to take appropriate remedial action such as, but not limited to, revoking certification as stipulated in Section 5.2, requiring candidates to retake an exam under controlled conditions, and / or requiring candidates to provide evidence that they personally took an exam.

- 5.2 Palo Alto Networks may at its sole discretion revoke any and all certifications you may have earned, and / or ban you, for designated period or permanently from the Palo Alto Networks Certification Program, under any of the following circumstances:
- a) If you breach any of the terms and conditions of this Agreement,
  - b) If Palo Alto Networks determines, in its sole discretion, that you have undertaken or participated in any action that compromises the integrity and confidentiality of an examination or the Program, or
  - c) If you are determined to have committed exam fraud as defined in Section 5.1.
- 5.3 Employees of Palo Alto Networks who disregard or fail to comply with this Certification Agreement could be subject to disciplinary action, up to and including (immediate) dismissal, depending on the nature and seriousness of the conduct. The disciplinary process and sanction will be decided according to applicable law and company policies.
- 5.4 All certification exam results are considered provisional until the review process has been completed. Once an exam has cleared data forensics, exam results will be released and candidates will be contacted via the email address provided at registration. If your exam results do not clear data forensics, you will also be contacted via the same email address.

## **6. DATA FORENSICS**

The Palo Alto Networks Security Team uses data forensics (i.e., statistical evidence to indicate improper activity during an exam) to evaluate the validity of exam results. If the validity of an examination score is brought into question due to statistical anomalies identified during analysis, Palo Alto Networks may invalidate candidate scores, notify you of applicable invalidations, and / or ban you, for designated periods or permanently, from the Palo Alto Networks Certification Program.

## **7. RETAKE POLICY**

In the event that you fail your first (1st) attempt to pass any Palo Alto Networks certification examination, Palo Alto Networks requires a fifteen (15) day waiting period between the first (1st) and second (2nd) attempt to pass such examination. However, before your third (3rd) attempt, you shall be required to wait for a period of at least thirty (30) days from the date of your last attempt to pass such examination. However, before your fourth (4th) attempt, or any subsequent attempt, to pass such examination, you shall be required to wait for a period of at least ninety (90) days from the date of your last attempt to pass such examination.

- 7.1 If a candidate has passed an exam (or multiple exams) and achieved a certification, they cannot take the same exam again for five hundred and forty five (545) days.
- 7.2 From time to time, Palo Alto Networks may offer candidates the opportunity to take a beta examination, which is a newly developed exam made available to a smaller audience prior to being available to the general audience. Palo Alto Networks beta examinations may only be taken a total of one (1) time by each candidate, and participation in beta testing is subject to further policies.
- 7.3 A test found to be in violation of the retake policy will be invalidated, and the candidate may be subject to a suspension period. Repeat violators will be permanently banned from participation in the Palo Alto Networks Certification Program.
- 7.4 Candidates must pay the exam price each time they attempt the exam. Palo Alto Networks does not offer any free retests or discounts on retakes.

## 8. DISCIPLINE POLICY

If it is determined that you have violated the Palo Alto Networks Candidate Agreement, then Palo Alto Networks will send you a written notice of violations and applicable sanctions, which may include:

- Written notice of exam policies
- Invalidation of certification exam results without receiving a refund or any other form compensation
- Required retake of the exam by redeeming a voucher provided by Palo Alto Networks. Palo Alto Networks will determine the criteria for retaking the exam, including how and where the exam may be administered and a deadline by which the retake must occur
- Restriction of exam delivery modality for future certification exam(s)
- Revocation of the certification related to the violation
- Revocation of any or all Palo Alto Networks Certifications
- Prohibition from participating in the Palo Alto Networks certification program for a limited or indefinite period of time
- Becoming subject to any and all other appropriate action, including legal remedies, that Palo Alto Networks deems necessary or appropriate to enforce the terms of this Agreement

## 9. BUSINESS CONTACT

You agree that all business you conduct and all services you provide in your capacity as a participant in the Program, or in connection with the promotion or selling of which you use or display a Designation or Logo, shall be performed in a manner that: **(a)** does not reflect negatively on Palo Alto Networks or in any way harm Palo Alto Networks' reputation, **(b)** avoids unethical, illegal, misleading, or deceptive practices, **(c)** does not make or appear to make any warranties, representations, or guarantees on behalf of Palo Alto Networks or related to Palo Alto Networks products or services, **(d)** complies with all applicable governmental and export laws and regulations, and **(e)** protects Palo Alto Networks confidential information, Palo Alto Networks copyrights, and other intellectual property rights.

## 10. CERTIFICATION INFORMATION AND PERSONAL DATA

- 10.1 In furtherance of the Services, Palo Alto Networks may make information concerning you (including Personal Data as defined below) and your certification status available to Palo Alto Networks' affiliates and partners, agents, customers, and vendors ("Third Parties"). You have the responsibility for ensuring that your information is accurate and that Palo Alto Networks is informed of your current relevant information.
- 10.2 Palo Alto Networks uses appropriate and reasonable administrative, technical and physical measures to protect your Personal Data (defined below). You acknowledge and agree that Palo Alto Networks, its affiliates, and Third Parties may (1) collect, access, retain, transfer, disclose, use, or destroy (collectively, "Process") your personally identifiable information, including without limitation your signature; name; business address, telephone number, and email address ("Personal Data"), to provide you the Services under this Agreement and as may be required by applicable law, regulation, government request, or judicial process; (2) lawfully transfer your Personal Data across borders, including, without limitation, from the European Economic Area to the United States and / or between other countries as necessary to provide the Services under this Agreement.
- 10.3 You further acknowledge and agree that Palo Alto Networks, its affiliates, and Third Parties may transfer and disclose your Personal Data and any information relating to your use of the Services (including

certification status) to the employer(s) you have listed on the Program. You represent and warrant that any information you provide to Palo Alto Networks, its affiliates, or Third Parties, including without limitation, Personal Data, will be provided in accordance with all applicable laws and regulations.

- 10.4 Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that in no event shall Palo Alto Networks be held liable or responsible for any inaccuracies or omissions contained in any Personal Data or any other information at the time such data is received by or on behalf of Palo Alto Networks.
- 10.5 Palo Alto Networks will disclose information on your certification status as outlined in this Agreement and the Palo Alto Networks Certification Program information release guidelines. Certification status is required to verify individual and organizational compliance with specific partnerships and Programs within Palo Alto Networks as well as to communicate to the candidate Program changes, promotions and opportunities.
- 10.6 Your personal data, exam information, and exam results (including personal data collected from the European Economic Area, the United Kingdom, and Switzerland) may be transferred to, as well as stored and processed in the United States or any other country in which Palo Alto Networks or its affiliates or subcontractors maintain facilities. You appoint Palo Alto Networks and its affiliates to perform any such transfer of your data, exam information, and exam results to any such country and to store and process your data. See the Palo Alto Networks Privacy Statement for more information on how we may collect, use, and share Your data. For more information regarding Palo Alto Networks privacy policy, please visit: <https://www.paloaltonetworks.com/legal-notices/privacy>

## **11. RIGHT TO USE LOGO AND DESIGNATION**

- 11.1 Subject to your compliance with the terms and conditions set forth in this Agreement, upon your successful completion of the Requirements for a Track including passing the applicable tests or exams, for so long as this Agreement remains in force and you remain in compliance with all ongoing Program Requirements for the Track, you shall be granted a non-exclusive, non-transferable, license to use the Logo and Designation associated with the Track for which you are certified, solely in connection with, and solely to the extent reasonably necessary, to publicize that you have met, and continue to meet all Requirements for maintenance, of certification for that Track.
- 11.2 You agree not to use the Designation or Logo in a manner that (a) damages or infringes Palo Alto Networks rights in the Designation or Logo, (b) reflects negatively on Palo Alto Networks or otherwise injures Palo Alto Networks reputation, (c) misrepresents your relationship with Palo Alto Networks (d) gives the impression that the Designation or Logo applies to any other individual or organization other than yourself.
- 11.3 You agree that you shall use only Palo Alto Networks-supplied Logo artwork and that your reproduction and use of the Designation and Logo shall be in strict compliance with the Palo Alto Networks usage and style guidelines which shall be made available to you upon your certification. Upon request, you agree to promptly provide Palo Alto Networks with representative examples of your materials using the Designation or Logo.
- 11.4 You acknowledge the value of the goodwill associated with the Designation and Logo and acknowledge that such goodwill exclusively inures to the benefit of and belongs to Palo Alto Networks. Palo Alto Networks retains all rights not expressly conveyed to you by this Agreement, and shall have the right to grant licenses to others to use the Designation and Logo.
- 11.5 If necessary to aid Palo Alto Networks in the protection of Palo Alto Networks rights in or to a Designation or Logo, you agree to provide reasonable cooperation and assistance to Palo Alto Networks.

- 11.6 You agree not to challenge, interfere with, or bring any kind of action or legal or administrative proceeding in relation to the rights and title of Palo Alto Networks in or to any Designation or Logo.
- 11.7 You agree not to use any Designation or Logo except as specifically authorized under this Agreement, not to file any application to register, in any class and in any country, any trademark or service mark for any Designation or Logo or any other mark confusingly similar to any Designation or Logo. You agree to immediately cease all use of all Logos and Designations upon the termination of this Agreement. You agree to immediately correct or discontinue the use of any Logo or Designations if Palo Alto Networks notifies you that it is being misused or used in any way conflicts with applicable trademark or usage guidelines.
- 11.8 You are authorized to participate and achieve more than one Designation in different Tracks. You agree that you will not misrepresent your Designation, level or specialization to any Palo Alto Networks personnel, partners, prospects, customers, or the public.

## **12. AGREEMENT TERM AND TERMINATIONS**

Termination by Either Party. Either party, with or without cause, may terminate this Agreement upon thirty (30) days written notice of termination to the other party.

- 12.1 Palo Alto Networks; in its sole discretion and without prejudice to any rights Palo Alto Networks may have under this Agreement in law, equity or otherwise; may terminate this Agreement at any time upon the occurrence of any one of the following events: (a) you fail to comply with the Requirements established by Palo Alto Networks for maintaining your Designation for at least one Track, (b) you misrepresent your certification status, (c) you use a Logo or Designation in a manner that Palo Alto Networks believes could injure Palo Alto Networks reputation or rights in the Logo or Designation, (d) you misappropriate or disclose without authorization any Palo Alto Networks trade secret or confidential information including, without limitation, any Confidential Information as identified in Section 4.1 above, (e) you supplied false or misleading information in connection with your applying for Program registration or in connection with maintaining your status, or (f) you fail to comply with any of the material terms of this Agreement.
- 12.2 Upon termination of this Agreement, the license and all rights granted hereunder shall terminate completely. You shall immediately discontinue all use of Designations and Logos. Except as specifically provided herein, you shall have no further rights or obligations under this Agreement after its termination.

## **13. DISCLAIMERS**

PALO ALTO NETWORKS ASSUMES NO LIABILITY WHATSOEVER FOR ANY ACT, WHETHER INTENTIONAL, NEGLIGENT OR OTHERWISE, OF ANY PERSON CERTIFIED UNDER THE PROGRAM. PALO ALTO NETWORKS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM TRACKS, COURSE MATERIALS, DOCUMENTATION, REQUIREMENTS, EXAMS, AND OTHER MATERIALS PREPARED AND SUPPLIED BY OR ON BEHALF OF PALO ALTO NETWORKS UNDER THIS AGREEMENT OR AUTHORIZATION HEREUNDER. ALL MATERIALS PROVIDED ON PALO ALTO NETWORKS WEBSITES ARE PROVIDED "AS IS." PALO ALTO NETWORKS DOES NOT WARRANT THAT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, LINKS OR OTHER MATERIALS INCLUDED ON ITS WEB SITES OR THAT ITS SOFTWARE IS ERROR FREE OR WILL OPERATE WITHOUT PROBLEMS OR INTERRUPTION.

- 13.1 YOU ACKNOWLEDGE THAT YOU HAVE INDEPENDENTLY EVALUATED THE POTENTIAL RISKS AND BENEFITS OF ENTERING INTO THIS AGREEMENT AND OF PERFORMING UNDER THIS AGREEMENT,

BY ENTERING INTO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, YOU HAVE IN NO WAY RELIED ON ANY ASSURANCES OR REPRESENTATIONS OF PALO ALTO NETWORKS OR ANYONE PURPORTING TO ACT ON ITS BEHALF REGARDING THE POTENTIAL FUTURE BUSINESS, PROFITS, OPPORTUNITIES, REVENUES, COSTS OR CAPITAL INVESTMENTS.

#### **14. LIMITATION OF LIABILITY**

IN NO EVENT SHALL PALO ALTO NETWORKS, ITS AFFILIATES, OR THIRD PARTIES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS) ARISING FROM THIS AGREEMENT OR IN ANY WAY RELATED TO YOUR PANCP STATUS, YOUR FAILURE TO ACHIEVE OR MAINTAIN PANCP CERTIFICATION, YOUR USE OR INABILITY TO USE THE DESIGNATIONS OR LOGOS, OR THE TERMINATION OF YOUR CERTIFICATION, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF PALO ALTO NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### **15. INDEMNIFICATION**

You agree to indemnify and hold harmless Palo Alto Networks, its affiliates, and any of its respective officers, employees, and agents against any third-party claim asserted against these Palo Alto Networks or its affiliates, against any loss, liability, damage, cost, or expense (including attorneys' fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against Palo Alto Networks or its affiliates if arising out of or in any manner connected with: (i) any breach by you of this Agreement including, but not limited to, your use of the Designations and Logos in any way that is inconsistent with this Agreement; (ii) any claim alleging that your services were promoted, sold or performed in a deceptive, incomplete, illegal, negligent, improper or unauthorized manner, (iii) Palo Alto Networks' termination of this Agreement pursuant to the terms of this Agreement, or (iv) your use or misuse of Palo Alto Networks' intellectual property or confidential information.

#### **16. CHANGES TO THE PROGRAM**

- 16.1 Palo Alto Networks reserves the right to terminate the Program or change the Program at anytime, including, but not limited to, (a) changes to the number, scope, organization, objectives and content of the tests, (b) additions, deletions or other modifications to the Requirements for obtaining or maintaining certification status, (c) addition of new Tracks, Designations and Logos, and (d) deletion, modification or replacement of any Track, Designation, or Logo.
- 16.2 Palo Alto Networks will post a notice of any Program changes on its website. If Palo Alto Networks' records indicate that you are certified for a Track and any change to the Program affects the Requirements for that Track, Palo Alto Networks intends, but is not obligated, to send an email notification to you at the email address on file with the Program office. However, it is your responsibility to monitor the posted Program information and Requirements for any changes potentially affecting your certification status.
- 16.3 If Palo Alto Networks changes the Requirements for maintaining certification for a Track for which you are entitled, you must comply with the changed Requirements. Palo Alto Networks will post a notice of any Program changes on its website and will provide a change compliance timeline. If you have not fully complied with the new or modified Requirements, your certification for that Track shall terminate and you shall cease all use of the Designation or Logo associated with that Track.

#### **17. OTHER PROVISIONS**

- 17.1 This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee, franchisor / franchisee, or similar relationship between the parties. You agree that you will not represent

yourself as an agent, employee, consultant, contractor, or legal representative of Palo Alto Networks or any subsidiary thereof based upon this Agreement. The relationship established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct and control the business activities of the other, or (ii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

- 17.2 This Agreement does not give you any right or authority to make any representation, warranty, or promise on behalf of Palo Alto Networks or Palo Alto Networks products or services.
- 17.3 You recognize and acknowledge that a material breach by you of any of your covenants, agreements, or undertakings hereunder will cause Palo Alto Networks irreparable damage, which cannot be readily remedied in monetary damages in an action at law. Therefore, in addition to its rights and remedies otherwise available at law, upon an adequate showing of material breach, and without further proof of irreparable harm other than this acknowledgment, Palo Alto Networks shall be entitled to immediate equitable relief, including, but not limited to, both interim and permanent injunctions, to stop such damage.
- 17.4 You will comply fully with all statutes, laws, regulations, ordinances, executive orders and the like (collectively, "Laws") of any country, state, municipality, or the like applicable to your business activities, including but not limited to Canadian and US export Laws and any environmental Laws. Palo Alto Networks Channel Partners and Resellers will not make, authorize, offer, or promise to make or give any money or anything of value to any official of a public international organization, government official, political party, political official, candidate for political office ("Foreign Official"), or to any other person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Foreign Official. You acknowledge and agree that Palo Alto Networks products, technical data relating to these products, and Palo Alto Networks Confidential Information (collectively "Products and Technical Data") are subject to export and import control Laws of various countries. You will not export, either directly or indirectly, any Product and Technical Data without first obtaining any and all necessary approvals from all applicable Canadian and US departments or agencies. You will indemnify, defend and hold harmless Palo Alto Networks, its affiliates, and its respective directors, officers, agents, and employees from and against (i) any and all claims, demands, actions, litigation, investigations, and proceedings arising out of or related to any non-compliance by you of this section ("Noncompliance Claims"), and (ii) any and all liens, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any Noncompliance Claims.
- 17.5 This Agreement shall be governed and construed and enforced in all respects in accordance with the substantive and procedural laws of the State of California, USA except for its choice of law rules. Unless waived by Palo Alto Networks in its sole discretion, any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court within Santa Clara County, California, USA. The parties agree to submit to the jurisdiction of, and agree that venue is proper in these courts in any such legal action or proceeding. The parties agree to accept service by US certified mail or registered mail, return receipt requested, or by other legally available method.
- 17.6 The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect. Except for actions for breach of Palo Alto Networks proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.
- 17.7 This Agreement may not be assigned by you in whole or in part. Any attempted assignment shall be null and void.

17.8 All notices required by this Agreement to be sent to Palo Alto Networks must be addressed to:

Palo Alto Networks, Inc.  
Attn.: Legal Department - PANCP  
3000 Tannery Way  
Santa Clara, California 95054 USA

All notices to be mailed to you will be directed to the most recent address for you in the Program office files. It is your responsibility to ensure that the Program office has your current email and postal addresses.

17.9 Any public announcements, postings, or other advertising or public relations activities related to or concerning this Agreement must be reviewed and approved in writing by Palo Alto Networks in advance.

17.10 The parties agree that this Agreement is written and accepted in English. Any translation of this Agreement from its English version is provided for convenience only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise (Translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language").

17.11 Click-through English Version of Agreement Governs. The click-through, English language version of this Agreement supersedes all prior agreements, commitments or representations between the parties, whether oral or written, as well as any downloaded or translated version of the Agreement, whether or not such downloaded or translated version is signed by either party, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.