

All references to Palo Alto in these Terms and Conditions should be read as “Contractor (immixTechnology, Inc.), acting by and through its supplier, Palo Alto.”

TERMS AND CONDITIONS FOR PALO ALTO PRODUCTS AND SERVICES

1. LICENSE

Subject to the terms and conditions herein, Palo Alto Networks grants to you (“Customer”) a nonexclusive license to use the Software solely as part of the Product with which the Software is delivered and solely for Customer’s internal business purposes. If Customer purchases the Product for use by any Customer Affiliate (defined herein), Customer will provide each such Customer Affiliate with a copy of this Agreement and will ensure that each such Customer Affiliate complies with the terms and conditions of this Agreement. Customer will be responsible for any breach by any such Customer Affiliate of this Agreement. For purposes of this Agreement, “Customer Affiliate” means any entity that controls, or is controlled by, or is under common control with Customer, and “Control” means ownership, directly or indirectly of 50% or more of the voting interest of Customer. All other rights in the Software are expressly reserved by Palo Alto Networks.

2. RESTRICTIONS

Customer shall maintain the Software in strict confidence and shall not sell, resell, distribute, transfer, publish, disclose, rent, lend, lease or sublicense the Software or make the functionality of the Software available to any other party through any means, including, without limitation, by uploading the Software to a network or filesharing service or through any hosting, application services provider, service bureau or other type of services. Customer shall not modify, translate or create derivative works based on the Software, in whole or in part, or permit or authorize a third party to do so. Customer acknowledges and agrees that portions of the Software, including, without limitation, the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Palo Alto Networks and/or its suppliers. Accordingly, Customer shall not disassemble, decompile, reverse compile, reverse engineer or otherwise attempt to derive the source code of the Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition. Customer shall not disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that Customer runs (or has run) on the Software. Customer shall not copy the Software except for making a reasonable number of archival or backup copies; provided that Customer reproduces on such copies the copyright, trademark and other proprietary notices or markings that appear on the original copy of the Software as delivered to Customer. If Customer sells, leases, lends, rents or otherwise transfers a Product to a third party, Customer will permanently erase all copies of the Software from the Product and destroy any and all copies of the Software in Customer’s possession or control.

3. OWNERSHIP

The Software is licensed, not sold. Palo Alto Networks and/or its suppliers retain ownership of the Software, including all intellectual property rights therein. Customer will not delete or in any manner alter the copyright, trademark or other proprietary rights notices or markings that appear on the Software as delivered to Customer.

4. U.S. GOVERNMENT RIGHTS

The Software and its documentation are “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and its documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the Software and its documentation will be only those specified in this Agreement.

5. TERM

This Agreement remains effective until terminated. Customer may terminate it at any time by destroying all copies of the Software in its possession or control. Upon termination, Customer shall promptly destroy any and all copies of the Software in its possession or control.

6. LIMITED WARRANTY

Palo Alto Networks warrants that the (a) Product hardware will be free from defects in material and workmanship for one (1) year from the date of shipment; and (b) the Software will perform substantially in accordance with Palo Alto Networks’ standard specifications for three (3) months from the date of shipment. As Customer's remedy and Palo Alto Networks’ and its suppliers’ liability for any breach of this warranty, Palo Alto Networks shall, at its option and expense, repair or replace the Product or correct the Software, as applicable. All warranty claims must be made on or before the expiration of the warranty period specified herein. Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for Customer’s or any third party’s software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair, whether under warranty or not. Customer will pay the expenses for return of Products to Palo Alto Networks. Palo Alto Networks will pay expenses for shipment of repaired or replacement Products to Customer.

7. EXCLUSIONS

The limited warranty set forth under “Limited Warranty” above applies only to the software that Palo Alto Networks includes in the Product, as shipped by Palo Alto Networks. Palo Alto Networks will not have any obligation to the extent any failure of a Product to comply with the limited warranty set forth under “Limited Warranty” above results from or is otherwise attributable to: (i) repair, maintenance or modification of the Product by persons other than Palo Alto Networks-authorized personnel; (ii) accident, negligence, abuse or misuse of a Product; (iii) use of the Product other than in accordance with Palo Alto Networks’ specifications; (iv) improper installation or site preparation or any failure by Customer to comply with environmental and storage requirements for the Product specified by Palo Alto Networks, including, without limitation, temperature or humidity ranges; or (v) causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage. Palo Alto Networks and its suppliers do not warrant that the operation of the Product will be uninterrupted or error free.

8. DISCLAIMERS

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED UNDER “LIMITED WARRANTY” ABOVE, PALO ALTO NETWORKS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL PALO ALTO NETWORKS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT PALO ALTO NETWORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT WILL PALO ALTO NETWORKS' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO PALO ALTO NETWORKS FOR PRODUCTS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY CLAIM. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT SHALL HAVE NO CLAIM AGAINST ANY OF PALO ALTO NETWORKS' SUPPLIERS BY REASON OF THE PERFORMANCE OR NONPERFORMANCE OF THE PRODUCT OR THE SOFTWARE OR ANY COMPONENT THEREOF THAT SUCH THIRD PARTIES MAY HAVE SUPPLIED TO PALO ALTO NETWORKS. THE FOREGOING LIMITATIONS SHALL SURVIVE AND APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Customer agrees that the foregoing limitations of liability constitute a material inducement for Palo Alto Networks to enter into this Agreement and that the purchase price and fees charged to Customer would be substantially higher without such limitations.

10. INDEMNIFICATION

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

Palo Alto Networks' compliance with Customer's explicit or written designs, specifications or instructions; or (e) use of a Product that is not in accordance with Palo Alto Networks' specifications and/or recommendations. THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

11. INSPECTION/ACCEPTANCE

The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("PALO ALTO") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within the warranty period; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

12. EXPORT CONTROL

Customer agrees to comply fully with the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Product (hardware, software, any technical data related thereto, and any direct product thereof) is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by such laws and regulations.

13. GENERAL

The United Nations Convention on Contracts for the International Sale of Goods will not apply. Customer may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Palo Alto Networks' prior written consent, and any attempt to do so, without such consent, will be void and of no effect. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

GLOBAL CUSTOMER SUPPORT SERVICES TERMS AND CONDITIONS

1. SUPPORT PLANS AND SERVICES OFFERED

Support Offerings	4 Hour Premium Support	Premium Support	Standard Support
Office Hours Availability	See https://support.paloaltonetworks.com		
After Hours Availability	Yes - 24x7x365	Yes - 24x7x365	No
Hardware Support			
4 Hour Replacement Service (available only for products located within a specified range of a Palo Alto Networks Service Location)	Yes	No	No
Advance Replacement Service: Next Business Day Ship	No	Yes	No
Return and Repair	No	No	Yes
Call Response Times			
Severity 1 – Critical Product is down, critically effects customer production environment. No workaround yet available.	< 1 hour	< 1 hour	< 1 hour 7am – 6pm PST
Severity 2 – High Product is impaired, customer production up, but impacted. No workaround yet.	2 Business Hours	2 Business Hours	2 Business Hours
Severity 3 – Medium A Product function has failed, customer production not affected. Support is aware of the issue and a workaround is available.	4 Business Hours	4 Business Hours	4 Business Hours
Severity 4 -- Low Non-critical issue. Does not impact customer business. Feature, information, documentation, how-to and enhancement requests from the customer.	8 Business Hours	8 Business Hours	8 Business Hours
Contacting Support			
Palo Alto Networks, Inc 3300 Olcott Street Santa Clara, CA 95054	Toll Free US – 1.866.898.9087 Outside the US +1.408.738.7799 Website: support.paloaltonetworks.com		

2. DEFINITIONS

- a) **"Business Hours"** means Mondays through Fridays, 7:00 am – 6:00 pm PST, excluding U.S. and California holidays.
- b) **"Hardware"** means the appliance and server agent products listed on Palo Alto Networks' then-current published product price list.
- c) **"Major Releases"** means significant modifications or improvements to the Software that: (i) are designated by a change in the 1st digit of the version release number (e.g., v5.0 to v6.0); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.
- d) **"Minor Releases"** means minor modifications or improvements to the Software, cumulative bug fixes from Maintenance Releases since the last Minor Release and new bug fixes, as applicable, that: (i) are designated by a change in the 2nd set of digits of the version release number (e.g., v5.00 to v5.01); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.
- e) **"Maintenance Releases"** means bug fixes to the Software that: (i) are designated by a change in the 3rd set of digits of the version release number (e.g., v5.00.01 to v5.00.02); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts, at no additional cost.
- f) **"Palo Alto Networks Standard Support," "Palo Alto Networks Premium Support,"** and **"Palo Alto Networks 4 Hour Premium Support"** refer to software and hardware support programs offered by Palo Alto Networks, as further detailed in Section 3 below.
- g) **"Palo Alto Networks Support Plans"** means Palo Alto Networks Standard Support, Palo Alto Networks Premium Support, Palo Alto Networks 4 Hour Premium Support, and any other support plan for the Products described in this Agreement or on the Palo Alto Networks Support Web Site.
- h) **"Palo Alto Networks Support Web Site"** means the web site currently located at <https://support.paloaltonetworks.com>, or any successor site thereto, as specified by Palo Alto Networks.
- i) **"Products"** means, collectively, Hardware and Software.
- j) **"Software"** means the software products listed on Palo Alto Networks' then-current published product price list, including any software embedded in Hardware.

3. DESCRIPTION OF SUPPORT PLANS

Each Product under a Palo Alto Networks Support Plan must be registered by Customer in the Palo Alto Networks Support Web Site in order to access the features available on such site. In consideration of Customer's purchase of a Palo Alto Networks Support Plan, Palo Alto Networks will use commercially reasonable efforts to provide the applicable services, as set forth in the table entitled "Support Plans and Services Offered" above, which are more fully described as follows:

- a) **Technical Support**
 - i. Telephone support available during the times specified for the Palo Alto Networks Support Plan purchased by Customer.
 - ii. Support cases created via the Web will be classified as non-critical and will have a response time based on the severity classification as set forth in the table entitled "Support Plans and Services Offered" above.
- b) **Secure Web Access**
 - i. Access to the Palo Alto Networks Support Web Site to acquire the latest software fixes, feature releases, software release notes, signature updates, FAQs, case management and technical documentation.
 - ii. Palo Alto Networks will use commercially reasonable efforts to ensure that the Palo Alto Networks Support Web Site is available 24x7.

Palo Alto Networks reserves the right to modify the support plans offered. Please refer to the Palo Alto Networks Support Web Site for the most current support plan descriptions.

4. SUPPORT OPTIONS

Customer shall choose from three support plans: (i) Palo Alto Networks Standard Support, (ii) Palo Alto Networks Premium Support, or (iii) Palo Alto Networks 4 Hour Premium Support.

Based upon the Customer's selection and payment of the applicable fees per the purchase, Palo Alto Networks shall have the following obligations:

a) **Palo Alto Networks Standard Support**

- i. Maintain and support the list of releases as defined as the current support releases on the Palo Alto Networks Support Web Site.
- ii. Make available all supported Maintenance Releases, Minor Releases and Major Releases.
- iii. Verify and correct identified defects in the Software for the currently supported Maintenance Releases.
- iv. Provide access to Palo Alto Networks online support through the Palo Alto Networks Support Web Site including, but not limited to, knowledge base/FAQ, case management and software downloads.
- v. Provide technical telephone support Monday through Friday, excluding Palo Alto Networks' designated holidays, in accordance to the times listed on Palo Alto Networks Support Web Site.
- vi. Provide a return and repair service for Hardware defects.

Customer may access Palo Alto Networks technical call center numbers and website address as listed in the table entitled "Support Plans and Services Offered" above.

b) **Palo Alto Networks Premium Support**

Includes all of the support services described under Palo Alto Networks Standard Support plus the following:

- i. After hours technical telephone support on a 7x24 (seven days per week, 24 hours per day) basis for Severity 1, critical issues.
- ii. Provide a next business day ship advance replacement for Hardware defects.

c) **Palo Alto Networks 4 Hour Premium Support**

This support option is available only for Products located within a specified range of a Palo Alto Networks Service Location. Includes all of the support services described under Palo Alto Networks Premium Support plus commercially reasonable efforts by Palo Alto Networks to deliver the replacement hardware to the Customer within four hours.

5. RMA POLICY AND PROCESS

In those situations when it is necessary for Customer to return a Product to Palo Alto Networks, Customer must request Palo Alto Networks to issue a Return Material Authorization (RMA) Number prior to shipment. Each RMA Number will be uniquely identified and records will be maintained to record significant information regarding the processing of the Product.

- a) **Return and Repair:** Customer shall obtain an RMA Number for the Product that Customer desires to return to Palo Alto Networks by contacting Palo Alto Networks Support via telephone or email or via the Palo Alto Networks Support Web Site. Palo Alto Networks Support will work with Customer to confirm the Hardware problem and issue an RMA Number to be used in connection with shipping the Product back to Palo Alto Networks. Customer shall repackage the Product in the original packaging (shipping damage that occurs as a result of insufficient packaging is not covered under this Agreement), note the RMA Number on the shipping label and ship the Product to the specified Palo Alto Networks location. Customer will be responsible for all shipping costs incurred in returning the defective Product to Palo Alto Networks. Products will be repaired or replaced within 10 business days from receipt of the defective Product by Palo Alto Networks. Palo Alto Networks will pay all shipping costs that it incurs in connection with shipping the repaired or replacement Product to Customer, except that if Customer is located outside the United States, Customer will be responsible for any taxes, duties, fees or other

charges assessed in connection with importing the repaired or replaced Product into Customer's country of destination.

- b) **Advance Replacement:** Customer shall obtain an RMA Number for the Product that Customer desires to return to Palo Alto Networks by contacting Palo Alto Networks Support via telephone or via the Palo Alto Networks Support Web Site. Palo Alto Networks Support will work with the Customer to confirm the Hardware problem and issue an RMA Number to be used in connection with shipping the Product back to Palo Alto Networks. Palo Alto Networks will ship a replacement Product to Customer by the next business day and a prepaid return airbill will be included with the shipping documents affixed to the exterior of the shipping carton. Palo Alto Networks will pay all shipping costs that it incurs in connection with shipping the replacement Product to Customer, except that if Customer is located outside the United States, Customer will be responsible for any taxes, duties, fees or other charges assessed in connection with importing the replacement Product into Customer's country of destination. Upon receipt of a replacement Product, Customer shall return the defective Product to Palo Alto Networks in the replacement Product's packaging (shipping damage that occurs as a result of insufficient packaging is not covered under this Agreement), the airbill affixed to the exterior of the shipping carton and the designated courier service contacted for pickup. If Palo Alto Networks does not receive the returned Product within 10 business days after the date of Customer's receipt of the replacement Product, Customer will be charged current list price of the replacement Product.
- c) **4 Hour RMA Replacement:** Customer shall obtain an RMA Number for the Product that Customer desires to return to Palo Alto Networks by contacting Palo Alto Networks Support via telephone. Palo Alto Networks Support will work with the Customer to confirm the Hardware problem and issue an RMA Number to be used by Palo Alto Networks for administrative purposes. Palo Alto Networks will use its commercially reasonable efforts to have a replacement Product delivered to Customer within four hours of the time the Customer receives an RMA number. Customer must have an authorized representative available to accept delivery of the replacement Product. If Palo Alto Networks (or its subcontractor) is unable to complete delivery because Customer does not have an authorized representative available, Palo Alto Networks reserves the right to charge Customer for costs incurred in making a subsequent delivery.

6. CUSTOMER OBLIGATIONS

During the term of this Agreement, Customer shall:

- a) Operate at the then-current Maintenance Release; and
- b) Use reasonable efforts to isolate, collect all error and log files to enable Palo Alto Networks to fulfill its obligations herein.

7. LIMITATIONS

The following services are expressly excluded from the Palo Alto Network Support Plans:

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

8. TERM AND TERMINATION

This Agreement will begin on the Effective Date and, unless terminated earlier in accordance with its terms, will remain in effect for one (1) year. At the end of such one (1) year term (and each renewal term thereafter, if any), this Agreement will automatically expire unless Customer renews this Agreement by paying Palo Alto Networks the applicable fee and by



following the renewal procedure specified on the Palo Alto Networks Support Web Site. Palo Alto Networks will send Customer renewal reminders in advance of the expiration date of then-current term of this Agreement.

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

9. NO WARRANTY

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

10. LIMITATION OF LIABILITY

IN NO EVENT WILL PALO ALTO NETWORKS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT PALO ALTO NETWORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO EVENT WILL PALO ALTO NETWORKS' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO PALO ALTO NETWORKS UNDER THIS AGREEMENT FOR THE THEN-CURRENT TERM OF THIS AGREEMENT. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. ~~GENERAL~~ RESERVED