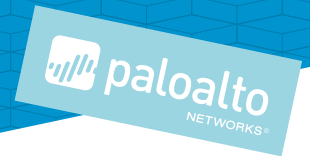


NEXTWAVE NOT-FOR-RESALE POLICY



Program Summary

The NextWave Not-for-Resale Program (“NFR” or the “Program”) is designed to allow NextWave partners to purchase products at a discounted rate for non-revenue generating activities, such as labs, demonstration gear and internal course development and training. Palo Alto Networks reserves the right to change any aspect of the Program, or to terminate the Program, at any time with or without advanced notice.

Eligibility Requirements

- Partners must be a NextWave partner in good standing.
- Partners, including Service Providers, Managed Security Service Providers and Cloud Providers, may purchase products and services under the Program for non-revenue generating activities.
- Partners purchasing NFR products can obtain design, planning and implementation support by opening a case with the Support Desk.
- NFR products purchased under this Program can only be used for non- revenue generating activities such as demonstrations, lab gear, and training purposes. NFR products are not for live production use. Failure to comply can result in removal of the partner from the Nextwave Partner Program.
- NFR products purchased under this Program by MSSP participants can only be used to replicate their managed service offering for support issue replication and demonstration purposes, and not for live production. Failure to comply can result in removal from the MSSP Program.
- Devices cannot be purchased for resale to end users, but may be transferred after 12 months in accordance with the Palo Alto Networks transfer policy
- After 12 months, NFR hardware is eligible for transfer of ownership if the product is:
 - Replacing an end-of-sale or end-of-life product.
- To transfer title, the partner must complete the Transfer of Ownership Form.
- Upon transfer of ownership, all NFR subscriptions and support (“Entitlements”) will be removed from the NFR hardware, regardless whether they have expired or not.
- No credit or refund for unused support or subscriptions will be applied.
 - Partners must place an order for new entitlements along with the [Transfer of Ownership Form](#).
 - All fields below are required to process transfer of ownership.
 - Email the completed Transfer of Ownership Form and new entitlements for new owner to orders@paloaltonetworks.com.
 - Owner will comply with all applicable export control laws and regulations of the United States and of all other countries having jurisdiction to ensure that neither the Palo Alto Networks products nor any direct product thereof or technical data related thereto is: (i) exported or re-exported directly or indirectly in violation such export laws and regulations; or (ii) used for any purposes prohibited by such export laws and other regulations.

Discounts and Purchasing

- Partners may only purchase the specified products and services under the Program at the discounts stated in the current applicable promotion.
- The discount is applied to applicable NFR SKUs.
- All requests to purchase products and services under the Program must be approved by Palo Alto Networks, including a review and verification of information.
- When partners purchase directly from Palo Alto Networks, the partner is eligible for the discount on the applicable NFR SKUs. When ordering through distribution, Partners must negotiate pricing with their Palo Alto Networks authorized Distributor.

Returns

- Partners may not return products purchased under the Program. Palo Alto Networks may, at its discretion, grant exceptions to this rule on a case-by-case basis.

Partner Obligations

- Upon purchasing under the Program, the partner certifies they will comply with all laws, licenses, permits, and regulations, including, without limitation, any anti-bribery, conflict of interest, or procurement laws or regulations of any government or other competent authority where the products are to be sold (but only after 12 months, as stated above) or used.

Confidentiality

- Any information shared between Palo Alto Networks and the partner related to the Program is confidential information as defined under NextWave Partner Program Master Agreement.