

Palo Alto Networks Indemnification

Indemnification. Palo Alto Networks agrees to defend You from and against any third party claim that Palo Alto Networks' provision of the Services infringes such third party's copyright, trade secret, or U.S. patent and will pay You any finally awarded actual costs and/or damages actually paid by the You, or agreed to in settlement by Palo Alto Networks, provided that: (i) Palo Alto Networks is promptly notified in writing of such claim; (ii) You grant Palo Alto Networks sole control of the defense and any related settlement negotiations; and (iii) You cooperate with Palo Alto Networks in defense of such claim. Palo Alto Networks shall have no obligation for any alleged infringement that arises from: (a) the combination, operation, or use of the Deliverables or Palo Alto Networks IP with products, services, information, technologies, or processes not furnished or approved by Palo Alto Networks; (b) modifications to the Deliverables or Palo Alto Networks IP not made or authorized by Palo Alto Networks; (c) failure to permit Palo Alto Networks to update the Deliverables or Palo Alto Networks IP; or (d) use of the Deliverables or the Palo Alto Networks IP except in accordance with the express terms of this Agreement or Palo Alto Networks' written instructions. Upon the occurrence of a claim for which indemnity is or may be due under this Section, or in the event that Palo Alto Networks believes that such a claim is likely, Palo Alto Networks may, at its sole option (i) appropriately modify the Services, the Deliverables, and/or the Palo Alto Networks IP so that it becomes non-infringing, or substitute functionally equivalent Services or Deliverable; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to You and refund to You a portion of the fees paid by You hereunder for the allegedly infringing Service. THE 6 FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION. Except as specifically set forth herein, You agree to hold Palo Alto Networks harmless and indemnify Palo Alto Networks against all third party claims, damages and costs (including reasonable attorneys' fees and disbursements) arising out of the Services or this Agreement.