

Fortinet Service Terms & Conditions
For FortiCare, FortiGuard and other Fortinet Service Offerings

THESE TERMS AND CONDITIONS APPLY TO THE PROVISION OF SERVICES BY FORTINET AND EXCLUSIVELY GOVERN THE LEGAL RELATIONSHIP BETWEEN YOU (THE CUSTOMER) AND FORTINET. IT SETS FORTH THE LEGALLY BINDING RIGHTS AND OBLIGATIONS OF THE CUSTOMER IN RELATION TO FORTICARE SUPPORT OR FORTIGUARD SUBSCRIPTION SERVICES OR OTHER FORTINET SERVICE OFFERINGS. THE CUSTOMER CONSENTS TO BE BOUND BY THESE TERMS AND CONDITIONS AND TO HAVE BECOME PARTY TO THIS 'AGREEMENT' (THIS OR THE "AGREEMENT") AND REPRESENTS TO HAVE READ AND UNDERSTOOD THIS AGREEMENT AND HAVE HAD SUFFICIENT OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE AGREEING TO THE TERMS HEREIN. THE CUSTOMER AGREES THAT ANY OF THE FOLLOWING ACTIONS BY CUSTOMER REPRESENTATIVES REPRESENT THE CUSTOMER'S AUTHORIZED CONSENT TO BE BOUND BY THIS AGREEMENT: (I) RECEIVING, DOWNLOADING, DEPLOYING OR USING ANY SOFTWARE PROVIDED IN CONNECTION WITH FORTINET SERVICES, (II) RECEIVING, CONFIGURING, LOGGING IN, REGISTERING OR OTHERWISE USING OR BENEFITTING FROM THE SERVICES, OR (III) BY CLICKING ON THE "ACCEPT" BUTTON UPON REGISTRATION (ANY OF (I), (II), OR (III) SHALL CONSTITUTE "ACCEPTANCE" BY CUSTOMER). THE CUSTOMER HEREBY ACKNOWLEDGE AND AGREES THAT THE PERSON ENGAGING IN (I), (II), AND/OR (III) IS AUTHORIZED TO BIND THE CUSTOMER TO THE TERMS HEREIN. FOR CLARITY, NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF CUSTOMER IS USING AN AUTOREGISTRATION TOOL, CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AND ALL UNITS REGISTERED USING SUCH TOOL SHALL BE SUBJECT TO THESE TERMS AND CONDITIONS.

Services are available independently or in connection with the purchase of Fortinet's commercial networking products and related equipment, including hardware products with embedded software, and software products sold and licensed to you pursuant to Fortinet's End User License Agreement ("EULA"), which EULA is available at <https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf>, and you hereby agree to the terms of the EULA.

This Agreement and the Sales Order Acknowledgment represent a legal agreement between the parties with respect to FortiCare and FortiGuard Subscription services or other Fortinet services, and shall supersede all prior representations, discussions, negotiations and agreements, whether written or oral. This document expressly supersedes the Customer Service & Support Reference Guide (CSS Reference Guide) and all other service descriptions, and, notwithstanding anything to the contrary, Fortinet is only bound by, and Customer is only entitled to, services pursuant to official service descriptions that are authorized by Fortinet pursuant to this Agreement and are contractually binding on Fortinet pursuant to the terms herein

1. DEFINITIONS

- 1.1. "Active Service Coverage Level" means the level of Technical Support as purchased by Customer pursuant to a Service Contract.
- 1.2. "Agreement" means these Terms and Conditions.
- 1.3. "Customer" means any entity or person that has purchased a Fortinet Service Contract for use within their business and not for further sale.
- 1.4. "Documentation" means any customer support manuals, technical manuals, and/or "Help" files within the Services that relate to the Services and that Fortinet makes available to Customer in connection with this Agreement and/or through the Services.
- 1.5. "FortiCare" means a subscription to Technical Support Services, which may be purchased by Customer directly or from a third party, and which are delivered by Fortinet on behalf of that third party.
- 1.6. "Fortinet" means either (i) where Customer is located within the Americas, Fortinet, Inc., or (ii) where Customer is located outside of the Americas, Fortinet Singapore Private Limited.
- 1.7. "Services" when used individually means a subscription to one of Fortinet's service offerings (FortiCare, FortiGuard, etc.), which may be purchased by the Customer directly or from a third party.

- 1.8. "FortiPartner" means a Fortinet authorized distributor or reseller of Fortinet Products and Services.
- 1.9. "Hardware" means a Fortinet appliance or chassis, excluding all software incorporated or bundled with such devices.
- 1.10. "Hardware Bundle" means hardware sold with defined Services.
- 1.11. "Product" means any Hardware with associated software including Hardware Bundles, or stand-alone Software which is available for sale through a FortiPartner or directly from Fortinet and is covered by a FortiCare Service Contract.
- 1.12. "Registration Date" means the date the Product or Service is registered in the applicable service or Support Portal.
- 1.13. "Serial Number" means the unique identifier of a Product which may be registered in the Support Portal.
- 1.14. "Renewal Service Contract" means the continuation of a Service Contract pursuant to the terms of the Service Contract.
- 1.15. "Service Contract" means this Agreement, as applied to the provision of Technical Support or other Services.
- 1.16. "Software" means Fortinet computer software, Fortinet software subscription services and bug fixes, in each case provided by Fortinet either directly or from

FortiPartner, whether purchased as embedded within the hardware or as a standalone software product or operating software release or update service.

1.17. "Support Portal" means an on-line service designed to allow Customers to configure and access their purchased Services. For example, the Technical Support Portal can be used to create Technical Tickets, access documentation, and obtain software releases. The technical Support Portal is available at <https://support.fortinet.com>. For FortiPartners the portal is available at <https://partners.fortinet.com>.

1.18. "TAC" means Fortinet's Technical Assistance Center which is comprised of a number of technical support centers.

1.19. "Technical Support" means the provision of technical support assistance to resolve issues on Products and Services.

1.20. "Technical Ticket" means the Customer's request for Technical Support, including any description by the Customer of the reason why Customer seeks Technical Support.

2. FORTICARE

2.1. Fortinet offers FortiCare, which provides Technical Support Services. Upon activation of a FortiCare Service Contract, the Customer will (a) obtain access to the Support Portal; (b) obtain access to the TAC for customer service assistance as well as resolution of Technical Tickets, access to Software updates (maintenance and feature releases) and the replacement of Hardware determined by Fortinet to be defective. Technical Support Services will be provided in accordance with the Active Service Coverage Level. For more details refer to the Service Description 'FortiCare Technical Support - 8702318' and Fortinet's policies.

Technical Support

2.2. Fortinet shall provide Customer assistance by telephone or via the Support Portal or via web-chat in relation to troubleshooting of Product issues, as well as usage and configuration.

2.3. Fortinet shall provide access to the TAC 24 hours a day, 7 days a week, 365 days a year.

2.4. Fortinet shall allow 24x7 access to the Support Portal for the Customer to create Technical Tickets, manage assets, obtain Software updates, as well as providing access to Documentation including trouble-shooting information. Technical Tickets shall be processed by Fortinet in accordance with Section 2.5.

2.5. Fortinet shall process Technical Tickets in accordance with the Technical Support procedures and support day/time limitations outlined in the applicable FortiCare service documents.

2.6. Fortinet shall use commercially-reasonable efforts to provide acceptable workaround solutions, resolutions or Software maintenance releases to resolve Technical

Tickets. The Customer acknowledges that Software and/or Hardware are never error-free and that, despite commercially-reasonable efforts, Fortinet may be unable to provide answers to, or be unable to resolve, some requests for Software or Hardware support.

2.7. Fortinet shall provide maintenance releases and feature updates for Software. Customer may access such updates via password-protected web access. This is subject to one copy per Software release or signature file as appropriate and is subject to the EULA.

2.8. Use commercially reasonable efforts to ensure availability of hosted solutions, if applicable.

Hardware Replacement

2.9. Where Hardware replacement is deemed necessary by Fortinet, Fortinet shall provide Hardware replacement services, using commercially-reasonable efforts, in accordance with the Active Service Coverage Level.

2.10. Hardware replacements are shipped to the Customer with incoterm DAP (Delivery At Place) using a Fortinet carrier, freight prepaid by Fortinet, excluding any import duties, taxes or other fees.

2.11. Hardware replacement services are subject to geographical restrictions.

2.12. Fortinet is not responsible for transportation or custom delays. Customer compliance with export controls and destination customs processes may condition shipment times.

Product Life Cycle

2.13. The type of Technical Support provided under FortiCare may vary depending on the Product's life cycle. An up-to-date version of the Product life cycle shall either be stored on the Support Portal or available by contacting Fortinet.

2.14. For any Software that is in the "End of Support" phase, as defined in Fortinet's then-active Product life cycle policy, Fortinet may provide Technical Support for Software issues at its sole discretion. Such Support Services are limited to advisory support and do not include new Software releases to address Software defects.

Exclusions

2.15. Fortinet shall have no obligation to provide Technical Support under FortiCare in any of the following circumstances:

- FortiCare does not include any on-site activity, or any request for step-by-step installation and configuration of a Product or creation of custom SQL reports. Professional services may be available for purchase by Customer to provide such services.
- In the event the Customer alters, damages or modifies the Product or any portion thereof.
- For any problem caused by: accident; transportation; neglect or misuse; alteration, modification, or enhancement of the Product; failure to provide a suitable installation environment; use of supplies or

materials not meeting specifications; use of the Product for other than the specific purposes for which the Product is designed; for any problems caused by the Customer's or end-user's negligence, abuse, or misapplication.

- For the Product on any systems other than the specified Hardware platform for such Product. Fortinet shall have no liability for any changes in the Customer's hardware, which may be necessary to use the Product due to a workaround or maintenance release.
- For any Hardware that is in the "End of Support" phase, as defined in Fortinet's then active Product life cycle policy.
- For any Product that has not been publicly released.
- For third-party devices (including, without limitation, hardware, software, infrastructure such as cabling) or problems associated with such elements.
- Any usage of FortiGuard service updates that are not specifically authorized by Fortinet in writing including, without limitation, accessing signature packages for the purpose of duplication.
- For issues related to hardware consumables, which may be physically installed within a Fortinet appliance, such as SFPs, SDD cards and hard disks, if these are non-Fortinet-purchased hardware and as a result of a technical analysis a fault or defect is traced to the use of non-Fortinet supplied hardware, then service or warranty entitlement will be forfeit for the affected Fortinet appliance.
- For any other violation by Customer of this Agreement.

Customer Obligations

Customer is obligated and responsible for the following, and Fortinet's responsibilities and obligations shall be subject in full to Customer meeting its following obligations:

- 2.16. Activate and register FortiCare subject to this Service Contract against a specified Product unit.
- 2.17. Ensure that the Product covered by FortiCare is used for its intended purpose and in line with the applicable Product specifications and is maintained in accordance with applicable Product documentation.
- 2.18. Maintain Fortinet Software at the current Software release and to upgrade to the latest release of Software if it is required to resolve a reported technical issue.
- 2.19. Comply with Fortinet's Technical Support recommendations.
- 2.20. Provide access at Customer's expense to the Product in order for Fortinet to troubleshoot a Technical Ticket, subject to the Customer and Fortinet agreeing on appropriate security measures to prevent unauthorized access to Customer's network, however, the ultimate responsibility for the security of the network lies with the Customer. Fortinet will not connect to the Customer's network without prior authorization and such connection will be solely to provide Technical Support services. Customer has the right to monitor such access by Fortinet.

Where (a) the Customer causes delay in providing connectivity in accordance with this section or (b) Customer and Fortinet cannot agree on appropriate security measures to prevent unauthorized access to Customer's network in the performance of Technical Support services, Fortinet will be excused from any damages or other losses attributable to such delay or lack of agreement.

- 2.21. Make available knowledgeable technical staff to aid in troubleshooting.
- 2.22. (a) Assume all costs associated with returning the Product (and follow, Fortinet's specifications for packaging and labeling of the returned unit and insurance of all returned equipment); and (b) returning the unit within 30 days of the receipt of a replacement Product. Returns that are improperly packaged will not be accepted by Fortinet and returned at the Customer's expense.
- 2.23. Ensure Service Contracts are transferred to any replacement Products. Customer acknowledges that this action is required to continue to receive FortiCare Support Services and accepts that there may be a delay of up to four hours to re-establish FortiGuard security services.
- 2.24. Maintaining reasonable internal security policies and processes, such as related to internal passwords, its facilities, its administrator access to information and systems, and use of wireless access points.

3. FORTIGUARD

- 3.1. FortiGuard is a Fortinet service that provides a threat research feed under which Fortinet undertakes commercially-reasonable efforts to provide solutions to identified network security threats. These are developed in response to evolving internet activity and delivered via security threat databases, produced by machine intelligence and experts.
- 3.2. The Customer is responsible for configuring the frequency of FortiGuard security updates, which may be available on either an automatic or manual basis.
- 3.3. The creation of Technical Tickets with Fortinet Technical Support for issues related to FortiGuard requires an active FortiCare Service Contract covering the FortiGuard service.

4. FEES, TERMS, AND TERMINATION

- 4.1. Ordering and use. Each Product or Service is covered individually by this Agreement, and expires in accordance with the terms contained in this Agreement or according to Fortinet's policies and the term of the Service contract. Accordingly, where this Agreement (including Service Contracts) terminate for a particular unit of Product, the Agreement remains in full force and effect individually for any other Product or support services purchased by Customer. Service Contracts may apply only to a single unit of Product. An attempt to use a Service Contract with more than one unit of Product, (i.e. in addition to the unit of Product the Service Contract was originally purchased for)

is considered a material breach of the Service Contract and will result in the termination of such Service Contract without refund of any fees paid by Customer and additional fees will be immediately due by Customer to Fortinet based on Fortinet's then-current list price for any incremental, additional services beyond those authorized by the Service Contract.

4.2. Payment Terms. By purchasing Services, Customer agrees to pay the purchase price for the Services, and all sales, use, valued-added and other taxes and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale of the Services. All payments shall be due upon purchase, in U.S. Dollars, and free of any currency control or other restrictions. All sales are final and the Services are not returnable.

4.3. Registration and renewal registration. Customer must register the 'Service Contract Registration Number' which references the purchased Service or the Serial Number (for a Hardware Bundle), within three hundred sixty-five (365) days from the date of the original shipment by Fortinet of the Service Contract or Hardware Bundle to its distributor, FortiPartner or Customer, whichever originally purchased directly from Fortinet. ANY SERVICE CONTRACTS INCLUDING THOSE WHICH ARE INCLUDED IN HARDWARE BUNDLES WHICH ARE NOT REGISTERED WITHIN THREE HUNDRED SIXTY-FIVE (365) DAYS FROM THE DATE THE SERVICE CONTRACT OR HARDWARE BUNDLE WAS ORIGINALLY SHIPPED FROM FORTINET SHALL BE FORFEITED AND FORTINET SHALL HAVE NO OBLIGATION TO THE CUSTOMER REGARDING THIS AGREEMENT OR ANY RELATED SUPPORT SERVICES. It is the Customer's responsibility to register the Service Contract within the three hundred sixty-five (365) day period and to understand the original ship date from the party from which the Customer purchased the Product.

4.4. Notwithstanding anything to the contrary, Fortinet may register any Renewal Service Contract upon invoicing. Upon renewal of the Service Contract, Customer authorizes Fortinet to automatically register the Renewal Service Contract for subsequent renewal periods for which a purchase order has been placed.

4.5. In order to maintain a continuous service period, the effective date of any Renewal Service Contract shall begin as set forth herein, (the "Renewal Service Contract effective date"). In the event that registration of a Renewal Service Contract is beyond ten (10) calendar days following the expiration date of the previous Service Contract, such Renewal Service Contract effective date will be the later of (a) the calendar day following the expiration date of the Customer's previous Service Contract and (b) the date that is one hundred eighty (180) calendar days prior to the actual registration date of the Renewal Service Contract. The above does not apply if Renewal Service Contracts are registered and started within ten (10) calendar days following the expiration date of the Customer's previous services contract. In such case the start date shall be the date of registration.

4.6. Term and Termination. This Agreement is valid for the length of time provided for in the Customer's

purchased service certificate which is viewable upon activation in the applicable service/support portal and which starts from (a) the Registration Date of the Service Contract or in the case of a Hardware Bundle the Registration Date of the Product; or (b) in the event of a Renewal Service Contract that has been registered prior to the expiration date of the previous Service Contract or within ten (10) calendar days of the expiration of the previous Service Contract, starting from the calendar day following the expiration date of the previous Service Contract; or (c) in the event of a Renewal Service Contract that has not been registered within ten (10) calendar days following the expiration of the previous Service Contract, starting from the actual registration date of the Renewal Service Contract. To the extent the Services experience any interruption due to Customer's failure to complete a Renewal Service Contract, Fortinet shall not be responsible for providing Services during such interruption and will not be responsible for any losses or damages incurred by Customer or any third party attributable to this interruption in Services.

4.7. Fortinet reserves the right to terminate this Agreement and/or any and all Services being provided hereunder, in its discretion, in the event of (a) breach of any terms herein by Customer or (b) non-payment to Fortinet for any services by the Customer or a third party, with such termination having immediate effect, if such breach has not been cured within fifteen (15) calendar days after written notice by Fortinet to Customer or immediately upon notice of termination in the event of a breach that by its nature cannot be remedied within fifteen (15) calendar days. Fortinet may also terminate this Agreement without notice if Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination, Fortinet shall have no obligation to provide the Services hereunder.

4.8. Third-party providers and Service modifications. Fortinet reserves the right to subcontract its obligations herein to third-party organizations. Fortinet also reserves the right to change service subcontractors without notice.

4.9. Non-Fortinet Support. To the extent Customer provides its own technical support or engages a non-approved third party to provide technical support, Fortinet is not responsible for such support, and Customer represents and warrants that all such technical support pursuant to Section 4.9 shall be performed in a satisfactory and commercially reasonable manner and will not infringe upon Fortinet's rights or the rights of any third party.

4.10. A description of the various Fortinet Services is available on the Fortinet website, and generally on the applicable services portal. In its sole discretion Fortinet may make updates to its service offerings from time to time. If Fortinet makes a material change to the Services, those changes will be reflected in the on-line service descriptions stored on the applicable portal. Fortinet may also make changes to this Agreement, including any linked documents, from time to time. Unless otherwise noted by Fortinet, material changes to the Agreement will become

effective thirty (30) days after they are posted, except if the changes apply to new functionality in which case they will be effective immediately. If Customer does not agree to the revised agreement, Customer must stop using the Services.

4.11. Service/support portal access and security. As part of receiving Fortinet Services, Customer may receive administrative access ID's and passwords upon installation, registration. Customer shall be solely responsible for maintaining the security of its administration access information, and shall be fully responsible for, all activities which occur, relating to access to the Services under Customer's administrative access ID. Fortinet is not responsible for unexpected use of Services or data whether by ex-employees, compromised user passwords or any other misuse of Customer accounts. Upon termination of the Services, all data, including configuration data will be deleted, and Fortinet has no responsibility for such data.

4.12. Loss of data and accuracy of data. While Fortinet takes commercially reasonable and industry standard technical and organizational steps to ensure the security of the Services, it is not responsible for the accidental loss or destruction of any data any End User transmits using the applicable service and Fortinet disclaims all liability of any kind in relation to the content or security of data that any End User sends or receives through the service. Further, Fortinet does not guaranty the accuracy of the reports, which may be compromised by various network incidents that impact data collection and accuracy; e.g. network outages, hardware upgrades, and the like.

5. PRIVACY

5.1. Customer consents to Fortinet's collection, use, protection and transfer of Customer's information as described in the Fortinet Privacy Policy on the Fortinet web site (<http://www.fortinet.com/aboutus/privacy.html>).

5.2. Customer consent and privacy. Fortinet recommends, and (where required by law) requires, the posting of legally sufficient notices to consumers and other relevant individuals ("End Users") regarding the collection of End User data through the Services. IT IS CUSTOMER'S SOLE OBLIGATION TO COMPLY WITH ALL NATIONAL AND LOCAL LAWS REGARDING CONSUMER DATA PRIVACY AND PRIVACY DISCLOSURE LAWS.

5.3. Customer agrees and acknowledges, and warrants that all End Users agree and acknowledge, that Fortinet may be required by law to provide assistance to law enforcement, governmental agencies and other authorities. Accordingly, Customer agrees, and shall procure that all End Users agree:

5.3.1. that Fortinet may implement and maintain an interception capability suitable to meet these requirements where Fortinet and/or partners are obliged by law to ensure or procure that such a capability is implemented and maintained;

5.3.2. that Fortinet may implement and maintain a data retention capability for the service to meet

requirements where Fortinet and/or its partners are obliged by law to ensure or procure that data is retained; and

5.3.3. Fortinet may at times cooperate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by Customer or End Users. If Fortinet is required to do so by law, this may include but is not limited to, disclosure of the Customer's or End Users' contact information to law enforcement authorities or rights-holders.

5.4. To the extent Customer receives administrative access IDs and passwords in connection with any accounts for the Services, Customer shall be solely responsible for maintaining the security of its admin access information, and shall be fully responsible for all activities which occur relating to access to the Services and use of any other features (including wireless access point(s), as applicable) under that administrative access ID. Customer agrees to notify Fortinet immediately of any actual or suspected unauthorized use of Customer's account or any other breach of security known by Customer.

5.5. Although some of our Services may provide certain notices or may seek certain consents from certain users, Fortinet does not provide legal advice, and Customer remains solely responsible and solely liable for independently (i) determining what notices and consents are legally required and (ii) providing such notices and obtaining such consents.

6. SOFTWARE RESTRICTIONS

6.1. Customer hereby agrees (i) not to create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the source code, internal structure, hardware design or organization of the product or support updates or software, or any part thereof, or to aid or to permit others to do so, except and only to the extent as expressly required by applicable law; (ii) not to remove any identification or notices of any proprietary or copyright restrictions from any product or support updates or software; (iii) not to copy the product or support updates or software, modify, translate or, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (iv) only to use the product and support updates and software for internal business purposes, and (v) to keep confidential any software and support updates and not share them with third parties.

7. INDEMNIFICATION

7.1. Customer will defend Fortinet against any claim, demand, suit or proceeding made or brought against Fortinet by a third party arising out of Customer's breach of this Agreement, any infringement or misappropriation of intellectual property rights caused by Customer (whether or not Customer has concurrently violated this Agreement), or any illegality of Customer data (individually and collectively, a "Claim"), and will indemnify Fortinet

from any damages, attorney fees and costs finally awarded against Fortinet as a result of, or for any amounts paid by Fortinet under a settlement of, a Claim, provided Fortinet promptly gives Customer written notice of the Claim (provided that failure to so notify will not remove Customer's obligation except to the extent Customer is materially prejudiced thereby). For a Claim, Customer controls the defense and settlement of the Claim and Fortinet agrees to give Customer all reasonable assistance, at Customer's expense. Customer will not settle, compromise, or otherwise enter into any agreement regarding the disposition of any Claim without the prior written consent and approval of Fortinet unless such settlement (a) is solely for a cash payment, (b) requires no admission of liability or wrongdoing on the part of Fortinet, (c) imposes no obligation on Fortinet, (d) imposes no restriction on Fortinet's business, (e) provides that the parties to such settlement shall keep the terms of the settlement confidential, and (f) provides for a full and complete release of Fortinet. You shall reimburse Fortinet within 30 calendar days after demand for any losses incurred by Fortinet that is subject to an indemnification obligation as set forth in this Section.

8. WARRANTY

8.1. Service Warranties. Fortinet provides its Services and Products on an "AS IS" basis. Neither Fortinet nor any of its officers, directors, employees, partners or agents, makes any representation, claim or warranty with respect to the Services or reports or data, whether express or implied, including without limitation, any warranty of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, or any results generated from use of the Services or the reports. Fortinet makes no warranty that the Services will meet your requirements, or that the Services will be uninterrupted, timely, or secure.

8.2. Fortinet will have no obligation to correct, and makes no warranty with respect to, errors caused by: (a) improper installation of the Software or Hardware; (b) changes that you have made to the Software or Hardware; (c) use of the Software or Hardware in a manner inconsistent with the Documentation and instructions; (d) the combination of the Software or Hardware with hardware or software not approved by Fortinet; (e) malfunction, modification or relocation of your Hardware or Software transferred to unapproved or unregistered devices; (f) your failure to use the Software and Services in accordance with local laws; or (g) business and/or service decisions based on reliance on the analysis or data aggregation results.

8.3. Product Warranties. Except as expressly stated in its EULA, Fortinet does not provide any warranty whatsoever and nothing in this Agreement shall be construed as expanding or adding to the warranty set forth in the EULA. In the event of a conflict between this Agreement and the EULA, the EULA shall govern. Fortinet cannot guarantee that every question or problem raised in connection with the Services will be addressed or resolved, and in no event does Fortinet warranty or guaranty security and protection from all threats. EXCEPT FOR WARRANTIES CLEARLY AND

EXPRESSLY STATED HEREIN, NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET MAKES, AND YOU RECEIVE, NO OTHER 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 HEREUNDER, AND, TO THE EXTENT PERMISSIBLE BY LAW, FORTINET SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

9. LIMITATION OF LIABILITY

9.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL FORTINET BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOSS OF DATA HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT FORTINET WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET'S TOTAL POSSIBLE LIABILITY TO THE CUSTOMER AND OTHERS ARISING FROM OR IN RELATION TO THIS AGREEMENT AND THE SERVICES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE BY CUSTOMER TO FORTINET UNDER THIS AGREEMENT DURING THE THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION WILL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE. IN NO EVENT WILL FORTINET BE LIABLE FOR THE COST OF PROCUREMENT OR REPLACEMENT OF SUBSTITUTE GOODS. IN THE EVENT FORTINET SUSPENDS OR TERMINATES SERVICES IN THE MIDDLE OF A SERVICE TERM FOR ANY REASON, NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET'S MAXIMUM LIABILITY SHALL BE THE PRO-RATED AMOUNT OF THE FEES ACTUALLY PAID TO FORTINET FOR SUCH SERVICES FOR THE PERIOD OF THE CURRENT TERM DURING WHICH NO SUCH SERVICES ARE PERFORMED (I.E. THE PRO-RATED AMOUNT PAID FOR THE PERIOD FROM SUSPENSION OR TERMINATION TO THE END OF THE CURRENT TERM). IN ALL EVENTS, CUSTOMER IS RESPONSIBLE TO WORK IN GOOD FAITH TO MITIGATE ANY DAMAGES CUSTOMER MAY REALIZE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING FROM DEATH OR PERSONAL INJURY IN ANY JURISDICTION WHERE SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW.

10. GENERAL PROVISIONS

10.1. Compliance with laws. Customer hereby agrees to comply with all applicable laws, such as data privacy and privacy disclosure laws. Fortinet's Products and Services may be subject to the United States Export Administration Regulations and other import and export laws. Diversion contrary to United States law and regulation is prohibited.

Customer agrees to comply with, and ensure compliance with, all applicable laws that apply to the products as well as the Customer and destination restrictions issued by U.S. and other governments. As just one example, if Customer is a FortiPartner that provides Return Manufacture Authorization, or RMA, Services or other Services on behalf of another entity or otherwise provides Product or Services, Customer shall ensure proper, required export licenses are obtained for all Product, whether newly-purchased or RMA, prior to exporting those appliances and prior to providing any Services related to those appliances, if such export license is required. In addition, if Customer or the end-user on whose behalf Customer is providing RMA, Services or other Services is designated a Denied Party, Specially Designated National, on the Entity List, or otherwise subject to an export license requirement after this agreement, then Fortinet may terminate or suspend, in its sole discretion, any and all Services related to Product or Services exported without full compliance with applicable export laws. For additional information on U.S. export controls see www.bis.doc.gov. Fortinet assumes no responsibility or liability for Customer's or partners' failure to obtain any necessary import and export approvals. Customer represents that neither the United States Bureau of Industry and Security nor any other governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's export privileges. Customer agrees not to use or transfer the Products or Services for any use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the United States Government by regulation or specific written license. Additionally, Customer agrees not to directly or indirectly export, import or transmit the Products or Services contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission or use. Customer represents that Customer understands, and Customer hereby agrees to comply with, all requirements of the U.S. Foreign Corrupt Practices Act and all other applicable laws. Fortinet is not responsible for service delays or outages or loss of data resulting from activities related to Fortinet's and its service partners compliance with export regulations and cooperation with applicable domestic or foreign regulatory agencies (e.g., delays caused by requirement to obtain required licenses). Customer agrees, acknowledges and warrants that it will take reasonable steps to ensure it will meet all legal requirement to assist law enforcement agencies.

10.2. Survival of terms. The terms contained herein which by their nature are intended to survive the termination of this Agreement shall do so.

10.3. Transferability. Customer may not assign or otherwise transfer this Agreement without written consent from Fortinet. Any attempted assignment or attempted transfer without Fortinet's consent shall be null and void. Fortinet may assign its rights and obligation under this Agreement to a third party without consent from Customer.

10.4. Entire Agreement. The provisions of this Agreement constitute the entire agreement between the parties with

respect to the subject matter hereof, and this Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter. With the exception of the EULA, this Agreement takes precedence over any conflicting provisions in a document a Fortinet portal website, such as a service description or support portal terms. This Agreement may be modified or amended only in accordance with Section 4.10 herein. All notices from Customer to Fortinet must be made by opening a new support ticket through the Support Portal.

10.5. Confidential information. Customer may be exposed to certain information concerning the Products and Services including, without limitation, maintenance releases (regularly scheduled and released updates and upgrades to software), feature releases (enhancements released through Fortinet's Product planning practices or through Customer requests) and other product, service or business information, which is Fortinet's confidential or proprietary information (herein "Confidential Information"). The Customer agrees that during and after the term of this Agreement, the Customer will not use or disclose to any third party any Confidential Information without the prior written consent of Fortinet, and Customer will use reasonable efforts to protect the confidentiality of such Confidential Information. The Customer may disclose the Confidential Information only to its employees as is reasonably necessary for the purposes for which such information was disclosed to customer; provided that each such employee is under a written obligation of nondisclosure which protects the Confidential Information under terms substantially similar to those herein. Fortinet may process and store customer data in the United States or any other country in which Fortinet or its agents work or maintain facilities. Customer will take reasonable steps not to disclose to Fortinet any personally identifiable, confidential or sensitive data, and customer hereby consents to Fortinet's processing and storage of customer data. Customer acknowledges and agrees that Fortinet is merely a data processor.

10.6. Governing Law, venue and settlement of controversies. This Agreement shall be governed by the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents, without regard to the principles of conflict of laws or the United Nations Convention on Contracts for the International Sale of Goods. Any controversies or claims arising from or relating to this Agreement, or the breach hereof, which cannot be amicably settled by and between the parties, shall be referred to and finally settled by arbitration. The place of arbitration shall be Santa Clara, California, pursuant to the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services (JAMS), or its successor, before a sole, mutually agreed upon arbitrator and shall be conducted in English. Award for such dispute will be rendered by a single, neutral, mutually agreeable arbitrator. The parties specifically consent and agree that the Federal Courts located in the Northern District of California will have exclusive jurisdiction over enforcement of any arbitration decisions.

10.7. Taxes and Duty. All prices payable under this Agreement are exclusive of all foreign, federal, state, municipal tax or duty now in force or enacted in the future. Customer shall comply with all applicable tax laws and regulations and the Customer will promptly pay or reimburse Fortinet for any costs and damages related to any liability incurred as a result of Customer's non-compliance or delay with its responsibilities herein. The Customer's obligations under this section shall survive termination or expiration of this Agreement.

10.8. English language and interpretation. This Agreement is in the English language only, which language shall be controlling in all respects. Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either party. In construing or interpreting this Agreement, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.

10.9. No waiver and severability. Failure by Fortinet to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. The exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. If for any reason a court of competent jurisdiction or an agreed-upon

arbitrator finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

10.10. Force Majeure. Fortinet shall be excused from performance to the extent performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond Fortinet's reasonable control.

10.11. Future Functionality. Customer agrees that its purchases of Products or Services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Fortinet regarding future functionality or features.

10.12. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.13. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. For clarity, End Users (as defined in Section 9) are not third-party beneficiaries to this Agreement.

May 2017

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