

Sales Order Acknowledgment

Thank you for your purchase of Fortinet Products! We've received your order and are in the process of preparing your shipment.

Terms and conditions of sale:

The terms of this sale are governed exclusively by the distributor/reseller/MSSP agreement between you and Fortinet (the "Agreement"). The Agreement contains the complete understanding between the parties and shall remain binding in all aspects. No verbal representations or promises nor anything contained in any purchase order ("PO") or any other document shall amend, alter, or modify the Agreement unless it is specified in a written amendment signed by both parties. In the event that no Agreement is in place, or such Agreement is found to be defective or otherwise unenforceable, the following terms apply to this sale:

CAREFULLY READ THE FOLLOWING TERMS OF SALE BETWEEN YOU AND FORTINET, INC. YOU ARE AGREEING TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS OF SALE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHALL PROMPTLY NOTIFY FORTINET, INC. OF YOUR DESIRE TO CANCEL THIS ORDER OR PROMPTLY RETURN THE PRODUCTS. IF YOU DO NOT OBJECT IN A SIGNED WRITING TO FORTINET ORDER MANAGEMENT WITHIN FIVE (5) DAYS OF RECEIPT OF THIS SALES ORDER ACKNOWLEDGMENT, OR IF YOU ACCEPT THE TERMS HEREIN EITHER BY EMAIL OR OTHERWISE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE TERMS HEREIN.

FORTINET, INC. SHALL NOT BE BOUND BY ANY ADDITIONAL, INCONSISTENT, AND/OR CONFLICTING PROVISIONS IN ANY ORDER, RELEASE, ACCEPTANCE OR OTHER CORRESPONDENCE UNLESS EXPRESSLY AGREED TO IN A WRITING SIGNED BY FORTINET, 'S GENERAL COUNSEL, AND IN NO EVENT SHALL FORTINET BE DEEMED TO HAVE ACCEPTED ANY TERMS IN YOUR PURPORTED OFFER OR OFFER DOCUMENTS..

- Prices.** The price of the Products and Services shall be that set for the in Fortinet's price list in effect at the time Fortinet accepts your order, less any applicable discount. Prices do not include freight, insurance or other similar charges. Any such charges will be added to the price or separately invoiced to you.
- Payment; Taxes.** You shall pay all invoices issued under this sale within forty five (45) days from date of invoice. Shipments, deliveries and performance of Services will be at all times be subject to the approval of Fortinet's Credit Department and Fortinet may at any time decline to make any shipments or deliveries or perform any Services, except upon receipt of payment or upon terms and conditions or security satisfactory to Fortinet. You will pay or reimburse Fortinet for all sales, use, valued-added and other taxes (except taxes on Fortinet's net invoice) and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale of the Products, licensing of the Software or performance of the Services.
- Complete Orders.** The terms of the Agreement and, secondarily, this Sale Order Acknowledgement, shall contain the complete terms and conditions of this sale. Any terms and conditions negotiated with any Fortinet agent, representative, or employee not listed on this Sales Order Acknowledgment will not be honored by Fortinet.
- Shipment of Products.** Fortinet will use commercially reasonable efforts to meet the shipment date specified in the purchase orders accepted by Fortinet, Inc. (in partial or full shipments); provided, that, shipment may be delayed without liability of Fortinet for reasons beyond Fortinet's reasonable control.
- Delivery.** Delivery shall be EX WORKS origin. Fortinet shall select a carrier to transport the Products to you collect unless otherwise stated on the Purchase Order. Risk of loss or damage shall be born by you the buyer
- License.** Fortinet grants you a nonexclusive, nontransferable license to use the Software for your internal business purposes in conjunction with use of the Products. Fortinet may provide third party software or hardware that are specified to Fortinet's suppliers as subscribed in the documentation delivered with the Product. You agree that you will not attempt, to reverse engineer, disassemble, modify, translate, create derivative works, rent, lease, loan distribute or sublicense the Products, in whole or in part.
- Limited Warranty.** Fortinet's Products are covered by Fortinet's limited warranty as outlined in Fortinet's End User License Agreement (EULA) available at <http://www.fortinet.com/legal.html>
- Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN FORTINET'S EULA, FORTINET MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PRODUCTS AND/OR SERVICES. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INGRIMENTMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY DISCLAIMED.
- Limitation of Liability.** IN NO EVENT WILL FORTINET BE LIABLE TO YOU FOR ANY SPECIAL INCIDENTAL CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED. WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT FORTINET WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, FORTINET'S TOTAL LIABILITY TO YOU ARISING FROM OR IN RELATION TO THIS SALE SHALL BE LIMITED TOT THE TOTAL AMOUNTS PAID BY YOU TO FORTINET UNDER THIS SALE. IN NO EVENT WILL FORTINET BY LIABL E FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OF SERVICES.
- Return Rights And Procedures.** All sales are final and the product and services are not returnable unless expressly permitted under the Warranty in Fortinet's current and standard End User License Agreement. You must obtain a Return Material Authorization number from Fortinet's repair facility, prior to returning a defective product. You will be responsible for all return shipping costs of repaired or replacement units to you and Products not accompanied by an RMA form will be returned to you freight collect. Replacement Products will be covered under warranty for the remaining warranty period of the original Product.
- Term of Services.** "Services" is only valid for a single unit of Product and expires one (1) year from the date Fortinet accepts your order for the Services. Thereafter, the Services will automatically renew for successive one (1) year term, unless either party notifies the other party of its intent to terminate such Services upon thirty (30) days prior written notice. If you fail to pay the annual Services Fees per this Agreement, the applicable Services will automatically terminate without notice. "Professional Services" are valid for the time period set forth in the order and expire one (1) year from the date Fortinet accepts your order unless otherwise agreed in writing by authorized representatives of the parties.
- Scope of Services.** Fortinet will use commercially reasonable efforts to provide the Services and/or Professional Services under each support plan that you purchase in a professional and workmanlike manner, but Fortinet cannot guarantee that every question or problem raised by you can be resolved. All updates or upgrades provided with the Services shall be deemed to be included within the Products and subject to the terms and conditions of this sale. Except as expressly stated otherwise, updates provided with the Services are warranted for the remaining warranty period of the original Product purchased.
- IP Ownership.** All rights, title, interest, and all copyrights to the Firmware, software, documentation, Services, Deliverables, any other development pursuant to Services, and any copy made by you remain with Fortinet. You acknowledge that no title to the intellectual property in the Firmware and software is transferred to you and you will not acquire any rights to the Firmware except for the license as expressly set forth herein
- Marks.** You agree to comply with all legends that appear on or in the Products and not to remove or destroy any copyright, logo, trademark, trade name, proprietary markings, or confidentiality legends placed upon contained within Products, containers or documentation supplied by Fortinet to you under this Agreement.
- Import/ Export Controls.** You acknowledge that the Product, technical data, and performance of the Services (received from Fortinet in accordance with the terms hereunder) may be subject to United States or Territory export and import controls including but not limited to the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774, and in the performance of its obligations, you shall at all times strictly comply with all laws, regulations and orders, and agrees to commit no act which, directly or indirectly, would violate any United States or Territory law, regulation or order, including, without limitation, tax, export and foreign exchange laws, import controls, and export controls imposed by the U.S. Export Administration Act of 1979 as amended, and the United States Foreign Corrupt Practices Act. You expressly agree that, without the prior written authorization of Fortinet and the United States Government, you shall not, and shall cause its representatives (if any) not to (a) export, re-export, divert or transfer Fortinet's Product or any direct product thereof to any destination, company or person restricted or prohibited by the United States export controls, or (b) disclose any data derived from Fortinet's Product or any direct product thereof to any national of any country when such disclosure is restricted or prohibited by the United States export controls. You agree that none of the Product is being, or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical/biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations. Countries subject to U.S. embargo are: Cuba, Iran, Libya, North Korea, Syria, and Sudan. This list is subject to change without further notice from Fortinet, and you must comply with the list as it exists in fact. You hereby certify that you and your Customers and End-Users are not on the U.S. Department of Commerce's Denied Persons List, Entity List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Certain product with encryption functions may be subject to additional restrictions, including restrictions on distribution to government end-users outside the EU license free zone. You are solely responsible for compliance with any import or use restrictions in your country.
- Governing Laws.** 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 thereof, which cannot be amicably settled by and between the parties, shall be referred to and finally settled by the rules of International Chamber of Commerce, Incoterms. The place of arbitration shall be in Santa Clara, California, United States of America. Award for such dispute will be rendered by a single, neutral, mutually agreeable arbitrator. If any action or proceeding is commenced to enforce this Agreement or any right arising in connection with this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the reasonable attorneys fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding.