



Fortinet Product License Agreement / EULA and Warranty Terms

Product License Agreement

The parties to this agreement are you and/or the entity on whose behalf you are acting (the "End User") and Fortinet, Inc. ("Fortinet"). CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT ("AGREEMENT" OR "EULA"). USE OR INSTALLATION OF FORTINET PRODUCT(S) AND ANY UPDATES THERETO, INCLUDING HARDWARE APPLIANCE PRODUCTS, SOFTWARE AND FIRMWARE INCLUDED THEREIN BY FORTINET, AND STAND-ALONE SOFTWARE PRODUCTS SOLD BY FORTINET (TOGETHER, THE "PRODUCTS") CONSTITUTES ACCEPTANCE BY END USER OF THE TERMS IN THIS AGREEMENT, AS AMENDED OR UPDATED FROM TIME TO TIME IN FORTINET'S DISCRETION BY FORTINET PUBLISHING AN AMENDED OR UPDATED VERSION. THE INDIVIDUAL ENTERING INTO THIS AGREEMENT REPRESENTS THAT SUCH INDIVIDUAL IS AUTHORIZED TO BIND THE END USER TO THE TERMS HEREIN. FORTINET SHALL NOT BE BOUND BY ANY ADDITIONAL AND/OR CONFLICTING PROVISIONS IN ANY ORDER, RELEASE, ACCEPTANCE OR OTHER WRITTEN CORRESPONDENCE OR OTHER WRITTEN OR VERBAL COMMUNICATION UNLESS EXPRESSLY AGREED TO IN A WRITING SIGNED BY THE SVP LEGAL OR ABOVE OF FORTINET. IF END USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT START THE INSTALLATION PROCESS OR USE THE PRODUCTS. IF END USER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, END USER MUST IMMEDIATELY, AND IN NO EVENT LATER THAN FIVE (5) CALENDAR DAYS AFTER END USER'S RECEIPT OF THE PRODUCT, NOTIFY FORTINET LEGAL LEGAL@FORTINET.COM OF REQUESTED EULA CHANGES.

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6. Limited Warranty.

The warranty is only valid for Products that are properly registered on Fortinet's Support Website, <https://support.fortinet.com>, or such other website as provided by Fortinet. The warranty periods discussed below will start on the earlier of three events to occur: (i) registration of the Product, (ii) initial connection with Fortinet, or (iii) 60 days from the date of Fortinet's shipment (US/Canada) or 90 days from the date of shipment (outside of the US/Canada) ("Warranty Start Date"). It is the Fortinet Channel Partner's responsibility to make clear to the End User the date the product was originally shipped from Fortinet, and it is the End User's responsibility to understand the original ship date from the party from which the End User purchased the Product. All warranty claims must be submitted in writing to Fortinet before the expiration of the Hardware Warranty Period or Software Warranty Period as defined below, as applicable, or such claims are waived in full. Fortinet provides no warranty for beta, donation, or evaluation Products.

(A) Hardware. Fortinet warrants that the hardware portion of the Products ("Hardware") will be free from material defects in workmanship as compared to the Functional Specifications for three hundred sixty-five (365) days from the Warranty Start Date ("Hardware Warranty Period").

(B) Software. Fortinet warrants that the Software as initially shipped by Fortinet will substantially conform to Fortinet's then-current Functional Specifications for the Software, for a period of ninety (90) days from the Warranty Start Date ("Software Warranty Period"), except for FortiToken, which shall be warranted for three hundred sixty-five (365) days from the Warranty Start Date.

(C) Limited Lifetime Warranty for Certain Products. In addition, the following Products have a longer warranty than set forth above, and these Products have a warranty that lasts for five (5) years following the Product announced end-of-life date for the Hardware: (1) FortiAP and (2) FortiSwitch (except for the FortiSwitch-5000 series, which has only a three hundred sixty five (365) day warranty from the Warranty Start Date).

Fortinet's sole obligation shall be to repair or offer replacement Hardware for the defective Hardware or replacement Software for the non-conforming Software at no charge to the original owner. This obligation is exclusive of transport fees, labor, de-installation, installation, reconfiguration, or return shipment and handling fees and costs, and Fortinet shall have no obligation related thereto. Such repair or replacement for Hardware will be rendered by Fortinet at an authorized Fortinet service facility as determined by Fortinet. The replacement Hardware need not be new nor of an identical make, model, or part; Fortinet may, in its discretion, replace the defective Hardware (or any part thereof) with any reconditioned Product that Fortinet reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware. The warranty period for the repaired or replacement Hardware shall be for the greater of the remaining Hardware Warranty Period or ninety days from the delivery of the repaired or replacement Hardware; and for Software, the warranty period for the repaired or replacement Software shall extend for an additional ninety (90) days after any warranty replacement software is delivered. If Fortinet determines in its reasonable discretion that a material defect is incapable of correction or that it is not practical to repair or replace defective Hardware or non-conforming Software, the price paid by the original purchaser for the defective Hardware or non-conforming Software will be refunded by Fortinet upon return to Fortinet of the defective Hardware or non-conforming Software (and all copies thereof). All Hardware (or parts thereof) that is replaced by Fortinet, or for which the purchase price is refunded, shall become the property of Fortinet upon replacement or refund. The Software license automatically terminates when a refund is given. As used herein, the term "Functional Specifications" means solely those specifications authorized and published by Fortinet in its product datasheets, subject to the terms and limitations specified in those datasheets. In the event no such specifications are provided to End User with the Software or Hardware, there shall be no warranty on such Software or Hardware.

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8. Governing Law.

Any disputes arising from or relating to this Agreement, including Fortinet's limited warranty or the breach thereof, shall be governed by the laws of the state of California, without regard to conflict of laws principles. Any disputes arising from or relating to this Agreement or the breach hereof that cannot

be amicably settled by and between the parties shall be referred to and finally resolved by arbitration. The place of arbitration shall be Santa Clara County, California, pursuant to the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services (JAMS), or its successor, before a sole, neutral arbitrator and shall be conducted in English. The parties specifically consent and agree that the federal courts located in the Northern District of California will have jurisdiction over enforcement of any arbitration decisions. For any dispute not referred to arbitration, the parties submit to the exclusive jurisdiction of federal courts (if applicable) or state courts (if federal courts are not applicable) located in Santa Clara County, California, and the parties agree to litigate any such disputes there.

9. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION, FORTINET IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, INFRINGEMENT OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT OR SERVICE OR ANY DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFIT, LOSS OF OPPORTUNITY, INTEREST, LOSS OR DAMAGE RELATED TO USE OF THE PRODUCT OR SERVICE IN CONNECTION WITH HIGH RISK ACTIVITIES, DE-INSTALLATION AND INSTALLATION FEES AND COSTS, DAMAGE TO PERSONAL OR REAL PROPERTY, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, COMPUTER SECURITY BREACH, COMPUTER VIRUS INFECTION, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT INCLUDING ANY PRODUCT RETURNED TO FORTINET FOR WARRANTY SERVICE), EVEN IF FORTINET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR BREACH OF WARRANTY, INCLUDING BREACH OF THE LIMITED WARRANTY UNDER SECTION 6, IS, AT FORTINET'S SOLE AND ABSOLUTE DISCRETION: REPAIR, REPLACEMENT, OR REFUND OF THE DEFECTIVE OR NON-CONFORMING PRODUCT AS SPECIFICALLY STATED IN SECTION 6 ABOVE. IN NO EVENT SHALL ANY END USER REMEDIES UNDER THIS EULA OR ANY SUPPORT AGREEMENT EXCEED THE AMOUNT PAID TO FORTINET FOR THE SPECIFIC APPLICABLE DEFECTIVE OR NON-CONFORMING PRODUCT AT ISSUE. IN NO EVENT SHALL ANY AGGREGATED END USER REMEDIES EXCEED THE TOTAL AMOUNT PAID FOR THE PRODUCTS BY THE END USER.

10. Compliance with Laws, Including Import/Export Laws and Foreign Corrupt Practices Act (FCPA).

End User is advised that the Products 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. Both parties (Fortinet and the End User) agree to comply with all applicable laws that apply to the Products as well as end user, end-use, and destination restrictions issued by U.S. and other governments. For additional information on U.S. export controls see <https://www.bis.doc.gov>. Fortinet assumes no responsibility or liability for End User's failure to obtain any necessary import and export approvals and licenses, and Fortinet reserves the right to terminate or suspend shipments, services and support in the event Fortinet has a reasonable basis to suspect any import or export violation. End User represents that neither the United States Bureau of Industry and Security nor any other governmental agency has issued sanctions against End User or otherwise suspended, revoked, or denied End User's export privileges. End User agrees not to use or transfer the Products for any use relating to nuclear, chemical, or biological weapons or to missile technology, unless authorized by the United States Government by regulation or specific written license. Additionally, End User agrees not to directly or indirectly export, import, or transmit the Products contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission, or use. Furthermore, End User hereby agrees that, for any orders that End User places with Fortinet whereby any legal or regulatory requirements may apply to Fortinet such as requirements related to the International Traffic in Arms Regulations, or Buy American Act, or the Trade Agreements Act: End User is responsible to ensure the purchase order submitted to Fortinet by End User and/or any Channel Partners clearly states the specific requirement in writing, or otherwise Fortinet is not bound by any such requirements. End User represents that End User understands, and End User hereby agrees (x) to comply with, all applicable laws including but not limited to the U.S. Foreign Corrupt Practices Act, and (y) that its employees have not accepted, and will not accept, anything of value, including money, meals, entertainment, paid-for travel, beta, testing, evaluation, donation or free Products and/or related services, or anything else of value, in exchange for maintaining current business or for new business opportunities with Fortinet. End User represents and warrants to Fortinet that End User and its employees, consultants, agents and representatives will not use Fortinet's products and services to engage in, or support in any way, violations or abuses of human rights, including those involving censorship, surveillance, detention, or excessive use of force. End User agrees that it and its personnel will be responsible to comply in full with all laws and policies applicable to any and all dealings with Fortinet and Fortinet's Channel Partners.

11. U.S. Government End Users.

The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement and its successors.

12. Tax Liability.

End User agrees to be responsible for payment of any sales or use taxes imposed at any time on this transaction.

13. General Provisions.

Except as specifically permitted and required in section 5 ("Transfer") above, End User agrees not to assign this Agreement or transfer any of the rights or obligations under this Agreement without the prior written consent of Fortinet. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. The United Nations Convention on Contracts for the International Sales of Goods is expressly excluded. This Agreement may be amended or updated by Fortinet as expressly provided in Section 1 above or by a writing that explicitly refers to this Agreement signed on behalf of both parties, and in the case of Fortinet, by its SVP Legal or above. For clarity, except for Fortinet's SVP Legal or above, no one (such as Sales representatives, Sales Engineers, and the like) can bind Fortinet, and any statements by such personnel are non-binding and should not be relied upon. End User acknowledges that End User has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Notwithstanding anything to the contrary, this EULA constitutes the entire agreement between Fortinet and the End User with respect to the subject matter herein, and supersedes any and all prior representations or conflicting provisions related to Fortinet's product license or warranty terms, such as limitations of liability,

warranties, representations on product capabilities or otherwise in any and all communication with the End User or purported End User agreements, whether entered into now or in the future. In the event of a conflict between this EULA and another agreement, this EULA shall prevail with respect to the subject matter herein unless the conflicting agreement expressly states that it replaces this EULA, expressly referring to this EULA, and is agreed to in writing by authorized representatives of the parties (which, in the case of Fortinet, is Fortinet's SVP Legal or above).

14. 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.

15. Privacy.

End User agrees to Fortinet's collection, use, disclosure, protection and transfer of its information, as set forth in the Fortinet privacy policy on the Fortinet web site (<http://www.fortinet.com/about-us/privacy.html>), including (a) Fortinet's use of the End User's information to send information regarding Fortinet products and services; and (b) Fortinet's disclosure of End User's information to provide assistance to law enforcement, governmental agencies and other authorities or to allow Fortinet to protect its customers' and/or end users' rights. End User will comply with the Fortinet Data Terms (<https://www.fortinet.com/corporate/about-us/legal/data-terms>). Fortinet's Data Protection Addendum, which is hereby incorporated by reference (<https://trust.fortinet.com/product/default/data-protection-addendum>), will apply to personal data within its scope. End User will not provide Fortinet with "protected health information" that is subject to the U.S. Health Insurance Portability and Accountability Act (HIPAA) unless (i) the relevant Fortinet Product is eligible for coverage under Fortinet's business associate agreement ("BAA") and End User has entered into the BAA with Fortinet or (ii) End User's configuration and use of the Product are exempt from HIPAA BAA requirements under applicable guidance from the U.S. Department of Health and Human Services.

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b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

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