

## **Fortinet Public Sector End User Terms**

Appendix 1: Fortinet Service Terms & Conditions For FortiCare, FortiGuard and other Fortinet Service Offerings

Appendix 2: Fortinet Product License Agreement / EULA and Warranty Terms

## Appendix 1

### **Fortinet Service Terms & Conditions**

#### **For FortiCare, FortiGuard and other Fortinet Service Offerings**

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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 EXECUTING A GSA SCHEDULE ORDER IN WRITING 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") attached as Appendix 2.

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 the particular Ordering Activity under GSA Schedule contracts identified in the Purchase Order that has purchased a Fortinet Service Contract for use within their business and not for further sale. For clarity, *"Ordering Activity"* under 48 CFR 8.401 is the entity authorized to place orders, establish blanket purchase agreements against the General Services Administration's (GSA) Multiple Award Schedule contracts.
- 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 Fortinet, Inc.
- 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.
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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.

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- 2.21. Make available knowledgeable technical staff to aid in troubleshooting.
- 2.22. Return 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. Fortinet is not responsible for damage incurred by improperly packaged Products sent to Fortinet by Customer.
- 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 in accordance with the Contract Disputes Act.
  - 4.2. Payment Terms. By purchasing Services, Customer agrees to pay for 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 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.
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4.7. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Fortinet shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. 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 provided that Fortinet shall be liable for its subcontractors. 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 and apply to any new purchase of Services. Fortinet may also make non-material changes to this Agreement, including any linked documents, from time to time. Unless otherwise noted by Fortinet, non-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. .

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>) and attached hereto to which Fortinet may make changes from time to time (for which material changes shall require consent pursuant to 48 CFR § 552.212-4(w)(1)(vi)), subject to Customer's personal data rights and choices pursuant to the Fortinet Privacy Policy.

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.

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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. RESERVED

## 8. WARRANTY

8.1. Service Warranties. Services shall be performed in a professional and workmanlike manner consistent with industry standards. 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 OR STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE BY CUSTOMER FOR THE FORTINET SERVICES UNDER THIS AGREEMENT DURING THE THREE HUNDRED SIXTY FIVE CALENDAR DAYS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO 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

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FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING FROM FRAUD, 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](http://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.

10.4. Entire Agreement. The provisions of this Agreement and the EULA constitute the entire commercial supplier agreement as 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. Fortinet recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor. Fortinet believes that the information that it characterizes as "confidential" is exempt from disclosure under the Freedom of Information Act Exemption No. 4 as confidential commercial or financial information which could harm the competitive posture or business interests of a company and, thereby, eligible for confidential treatment pursuant to 17 Code of Federal Regulations 200.83. In the event that Customer is considering granting any party (either an employee of the government or a third party) access to Fortinet confidential information in its possession, control or

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custody under Freedom of Information Act, Customer will provide Fortinet with sufficient notice to enable Fortinet to seek a protective order or other appropriate legal remedy.

10.6. Governing Law, venue and settlement of controversies. This Agreement shall be governed by the Federal laws of the United States, without regard to the principles of conflict of laws or the United Nations Convention on Contracts for the International Sale of Goods.

10.7. RESERVED.

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. Excusable delays shall be governed by FAR 52.212-4(f).

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.

-----End of Document-----

## Appendix 2

### Fortinet Product License Agreement / EULA and Warranty Terms

#### Trademarks and Copyright Statement

Fortinet®, FortiGate®, and FortiGuard® are registered trademarks of Fortinet, Inc., and other Fortinet names may also be trademarks, registered or otherwise, of Fortinet. All other product or company names may be trademarks of their respective owners. Copyright © 2019 Fortinet, Inc., All Rights reserved. Contents and terms are subject to change by Fortinet without prior notice. No part of this publication may be reproduced in any form or by any means or used to make any derivative such as translation, transformation, or adaptation without permission from Fortinet, Inc., as stipulated by the United States Copyright Act of 1976.

#### Product License Agreement

The parties to this agreement are the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document ("You") and Fortinet, Inc. ("Fortinet"). CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT (THE OR THIS "AGREEMENT" OR "EULA"). For clarity, "Ordering Activity" under 48 CFR 8.401 is the entity authorized to place orders, establish blanket purchase agreements against the General Services Administration's (GSA) Multiple Award Schedule contracts. 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 YOU 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. 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 GENERAL COUNSEL OF FORTINET. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT START THE INSTALLATION PROCESS OR USE THE PRODUCTS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY, AND IN NO EVENT LATER THAN FIVE (5) CALENDAR DAYS AFTER YOUR RECEIPT OF THE PRODUCT IMMEDIATELY NOTIFY THE FORTINET LEGAL TEAM IN WRITING AT [LEGAL@FORTINET.COM](mailto:LEGAL@FORTINET.COM) OF REQUESTED CHANGES TO THIS AGREEMENT.

#### 1. License Grant.

This is a license, not a sales agreement, between you and Fortinet. The term "Software", as used throughout this Agreement, includes all Fortinet and third party firmware and software provided to you with, or incorporated into, Fortinet appliances and any stand-alone software provided to you by Fortinet, with the exception of any open source software contained in Fortinet's Products which is discussed in detail in section 15 below, and the term "Software" includes any accompanying documentation, any updates and enhancements of the software or firmware provided to you by Fortinet, at its option. Fortinet grants to you a non-transferable (except as provided in section 5 ("Transfer") and section 15 ("Open Source Software") below), non-exclusive, revocable (in the event of your failure to comply with these terms or in the event Fortinet is not properly paid for the applicable Product) license to use the Software solely for your internal business purposes (provided, if (a) agreed by Fortinet in writing, (b) a substantial portion of your business is to provide managed service provider services to your end-customers, and (c) you pay for an MSSP license, then you may use the Software and/or Software embedded in Fortinet Hardware and supporting hardware appliances to provide those services, subject to the other restrictions in this Agreement), in accordance with the terms set forth in this Agreement and subject to any further restrictions in Fortinet documentation (including license term restrictions), and solely on the Fortinet appliance, or, in the case of blades, CPUs or databases, on the single blade, CPU or database on which Fortinet installed the Software or, for stand-alone Software, solely on a single computer running a validly licensed copy of the operating system for which the Software was designed unless and except set forth in the published documentation otherwise, or, in the case of blades, CPUs or databases, on a single blade, CPU or database. For clarity, notwithstanding anything to the contrary, all licenses of Software to be installed on blades, CPUs or databases are licensed on a per single blade, solely for one blade and not for multiple blades that may be installed in a chassis, per single CPU or per single database basis, as applicable. The Software is "in use" on any Fortinet appliances when it is loaded into temporary memory (i.e. RAM). You agree that, except for the limited, specific license rights granted in this section 1, you receive no license rights to the Software.

#### 2. Limitation on Use.

You may not attempt to, and, if you are a corporation, you are responsible to prevent your employees and contractors from attempting to, (a) modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, sublicense, or distribute the Software; (b) rent or lease any rights in the Software in any form to any third party or make the Software available or accessible to third parties in any other manner; (c) except as provided in section 5, transfer assign or sublicense right to any other person or entity, (d) remove any proprietary notice, labels, or marks on the Software, Products, and

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containers, or (e) use the Software for third-party training, commercial time-sharing or service bureau use or use the Software to provide services to third parties except as expressly set forth in this Agreement.

### **3. Proprietary Rights.**

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### **4. Term and Termination.**

Except for (a) evaluation and beta licenses where the term of the license is limited per the evaluation/beta or other agreement or (b) other licenses, such as subscription licenses, where the term of the license is limited per the ordering documents, other Fortinet documentation or otherwise, the term of the license is for the duration of Fortinet's copyright in the Software. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Fortinet shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. You agree that, upon such termination, you will cease using the Software and any Product and either destroy all copies of the Fortinet documentation or return all materials to Fortinet.

### **5. Transfer.**

If you are a Fortinet contracted and authorized reseller or distributor of Products, you may transfer (not rent or lease unless specifically agreed to in writing by Fortinet) the Software to one end user on a permanent basis, provided that: (i) you ensure that your customer and the end user receives a copy of this Agreement, is bound by its terms and conditions, and, by selling the Product or Software, you hereby agree to enforce the terms in this Agreement against such end user, (ii) you at all times comply with all applicable United States export control laws and regulations, and (iii) you agree to refund any fees paid to you by an end user who purchased Product(s) from you but does not agree to the terms contained in this Agreement and therefore wishes to return the Product(s) as provided for in this Agreement. Further, if you are a non-authorized reseller of Products and Services, you are not authorized to sell Product(s), Software or Services, but, regardless, by selling Product(s), Software or Services, you hereby agree you are bound by the restrictions and obligations herein and are bound to: (i) ensure that your customer and the end user receive a copy of this Agreement and are bound in full by all restrictions and obligations herein (ii) enforce the restrictions and obligations in this Agreement against such customer and/or end user, (iii) comply with all applicable United States export control laws and regulations and all other applicable laws, and (iv) refund any fees paid to you by a customer and/or end user who purchased Product(s) from you but does not agree to the restrictions and obligations contained in this Agreement and therefore wishes to return the Product(s) as provided for in this Agreement. Notwithstanding anything to the contrary, distributors, resellers and other Fortinet partners (a) are not agents of Fortinet and (b) are not authorized to bind Fortinet in any way.

### **6. Limited Warranty.**

Fortinet provides this limited warranty for its product only to the single end-user person or entity that originally purchased the Product from Fortinet or its authorized reseller or distributor and paid for such Product. The warranty is only valid for Products which are properly registered on Fortinet's Support Website, <https://support.fortinet.com>, or such other website as provided by Fortinet, or for which the warranty otherwise starts according to Fortinet's policies, and any support is only valid for products properly purchased through authorized distributors and resellers. The warranty periods discussed below will start according to Fortinet's policies posted at <http://www.fortinet.com/aboutus/legal.html> or such other website as provided by Fortinet. It is the Fortinet distributor's and reseller'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 warranty term or such claims are waived in full. Fortinet provides no warranty for any beta, donation or evaluation Products. 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 the period set forth as follows and applicable to the Product type ("Hardware Warranty Period"): (a) a three hundred sixty-five (365) day limited warranty for the Hardware products; (b) for FortiAP and Meru AP indoor Wi-Fi access point Hardware products, the warranty herein shall last from the start of the warranty period as discussed above until five (5) years following the product announced end-of-life date Hardware; (c) for FortiSwitch Hardware appliance products other than the FortiSwitch-5000 series, the warranty herein shall last from the start of the

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warranty period as discussed above until five (5) years following the product announced end-of-life date Hardware. Fortinet's sole obligation shall be to repair or offer replacement Hardware for the defective Hardware 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 will be rendered by Fortinet at an authorized Fortinet service facility as determined by Fortinet. The replacement Hardware need not be new or 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 Hardware 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. 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, the price paid by the original purchaser for the defective Hardware will be refunded by Fortinet upon return to Fortinet of the defective Hardware. All Hardware (or part thereof) that is replaced by Fortinet, or for which the purchase price is refunded, shall become the property of Fortinet upon replacement or refund. Fortinet warrants that Software as initially shipped by Fortinet will substantially conform to Fortinet's then-current functional specifications for the Software, as set forth in the applicable documentation for a period of ninety (90) days ("Software Warranty Period"), if the Software is properly installed on approved Hardware and operated as contemplated in its documentation. Fortinet's sole obligation shall be to repair or offer replacement Software for the non-conforming Software with software that substantially conforms to Fortinet's functional specifications. 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. Except as otherwise agreed by Fortinet in writing, the warranty replacement Software is provided only to the original licensee, and is subject to the terms and conditions of the license granted by Fortinet for the Software. The Software Warranty Period 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 non-conformance is incapable of correction or that it is not practical to repair or replace the non-conforming Software, the price paid by the original licensee for the non-conforming Software will be refunded by Fortinet; provided that the non-conforming Software (and all copies thereof) is first returned to Fortinet. The license granted respecting any Software for which a refund is given automatically terminates immediately upon refund. For purpose of the above hardware and software warranties, the term "functional specifications" means solely those specifications authorized and published by Fortinet that expressly state in such specifications that they are the functional specifications referred to in this section 6 of this Agreement, and, in the event no such specifications are provided to you with the Software or Hardware, there shall be no warranty on such Software.

#### **7. Disclaimer of Other Warranties and Restrictions.**

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The warranty in Section 6 above does not apply if the Software, Product or any other equipment upon which the Software is authorized to be used (a) has been altered, except by Fortinet or its authorized representative, (b) has not been installed, operated, repaired, updated to the latest version, or maintained in accordance with instructions supplied by Fortinet, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; (d) is licensed for beta, evaluation, donation, testing or demonstration purposes or for which Fortinet does not charge a purchase price or license fee; or (e) is procured from a non-authorized reseller or non-authorized distributor. In the case of beta, testing, evaluation, donation or free Software or Product, the end user acknowledges and agrees that such Software or Product may contain bugs or errors and could cause system failures, data loss and other issues, and the end user agrees that such Software or Product is provided "as-is" without any warranty whatsoever, and Fortinet disclaims any warranty or liability whatsoever. An end user's use of evaluation or beta Software or Product is limited to thirty (30) days from original shipment unless otherwise agreed in writing by Fortinet.

#### **8. Governing Law.**

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Any disputes arising out of this Agreement or Fortinet's limited warranty shall be governed by the Federal laws of the United States.

#### **9. Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, 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 SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFIT, LOSS OF OPPORTUNITY, 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) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THE LIMITED WARRANTY IN SECTION 6 ABOVE, EVEN IF FORTINET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE LIMITED WARRANTY IS REPAIR, REPLACEMENT OR REFUND OF THE DEFECTIVE OR NON-CONFORMING PRODUCT AS SPECIFICALLY STATED IN SECTION 6 ABOVE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S GROSS NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

#### **10. Import/Export Requirements; Compliance with Laws; FCPA Compliance.**

You are 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. You agree to comply with all applicable international and national 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 [www.bis.doc.gov](http://www.bis.doc.gov). Fortinet assumes no responsibility or liability for your 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. You represent that neither the United States Bureau of Industry and Security nor any other governmental agency has issued sanctions against you or otherwise suspended, revoked or denied your export privileges. You agree not to use or transfer the Products 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, you agree 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. You agree you and your employees will be responsible to comply in full with all laws and policies applicable to any and all dealings with Fortinet in general and its distributors, resellers and partners. Furthermore, you represent that you understand, and you hereby agree to comply with, all requirements of the U.S. Foreign Corrupt Practices Act and all other applicable laws. For beta, testing, evaluation, donation or free Products and/or related services, you hereby agree, represent and warrant to Fortinet that (a) receipt of the Products and/or services comply with all policies and you have obtained all necessary approvals for such Products and/or services, (b) the Products and/or services are not provided in exchange for Fortinet maintaining current business or for new business opportunities, and (c) the Products and/or services are not being received for the benefit of, and are not being transferred to, any government entity, representative or affiliate.

#### **11. U.S. Government End Users.**

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#### **12. RESERVED.**

#### **13. General Provisions.**

Except as specifically permitted and required in section 5 ("Transfer") above, you agree 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 and other Fortinet agreements may be amended or supplemented only by a writing that refers explicitly to the agreement signed on behalf of both parties, or, for this Agreement, as otherwise expressly provided in the lead-in above Section 1 above, provided, notwithstanding anything to the

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contrary and except for this Agreement which may be amended or updated as expressly provided in the lead-in above Section 1 above, for any amendment or other agreement to be binding on Fortinet, such amendment or other agreement must be signed by Fortinet's General Counsel. No waiver will be implied from conduct or failure to enforce rights nor effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found unenforceable, that part will be enforced to the maximum extent permitted and the remainder shall continue in full force and effect. You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. Notwithstanding anything to the contrary, this EULA constitutes the entire agreement between Fortinet and its end-customers and supersedes any and all conflicting provisions, such as limitations of liability, in any and all purported end customer 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 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 General Counsel).

**14. Privacy.**

You agree to Fortinet's collection, use, disclosure, protection and transfer of your information, as set forth in the Fortinet privacy policy on the Fortinet web site (<http://www.fortinet.com/about-us/privacy.html>) and attached hereto (to which Fortinet may make changes from time to time (for which material changes shall require consent pursuant to 48 CFR § 552.212-4(w)(1)(vi)), subject to Customer's personal data rights and choices pursuant to the Fortinet Privacy Policy), including (a) Fortinet's use of the Customer information to send information regarding Fortinet products and services; and (b) Fortinet's disclosure of your 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.

**15. Open Source Software.**

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3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

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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.)

Source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files,

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plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable. 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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Version 2.1, February 1999

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If distribution of 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 satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not.

Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.) Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for your own use and reverse engineering for debugging such modifications. You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the

executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable. It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

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# Fortinet Privacy Policy

**Effective Date: January 14, 2021**

This is the Privacy Policy of Fortinet, Inc. and its wholly-owned subsidiaries (collectively, “Fortinet,” “we,” “our,” or “us”). We provide security solutions that help protect the data and systems of our business customers from continually evolving risks. It is Fortinet’s policy to provide security and privacy. Each is important, and they are sometimes co-dependent. We believe in Security by Design and Privacy by Design. This Privacy Policy covers Fortinet’s handling of two categories of information:

- Personal data that our partners and customers ask us to process on their behalf (“**Processor Data**”). Fortinet offers security products and services, and related support and professional services (the “**Fortinet Services**”), including FortiGuard, FortiCare, FortiCloud, FortiSandbox Cloud, and FortiMail Cloud. With some exceptions as identified below, under applicable law, in certain contexts Fortinet is considered the “processor” of the personal data we receive through the Fortinet Services, and our customer is (or acts on behalf of) the “controller” of the data (i.e., the company with the right to decide how the data is used).
- Personal data that we handle for our own business (“**Controller Data**”), other than for our human resources and recruiting operations. Under applicable law, Fortinet is a “controller” of this data.

This Privacy Policy includes details specific to Processor Data, details specific to Controller Data, and information relevant to our handling of both kinds of data.

## **1. Privacy Practices Specific to Processor Data**

### **a. Types of Processor Data We Collect**

We receive information from or on behalf of our customers and their users, and for most of such data, we act as a “processor.” Because of the nature of the Fortinet Services, this information may contain any type of personal data. For example, we may collect the following categories of information, that may be Processor Data, through the Fortinet Services:

- Device identifiers, such as IP addresses, device name, model, manufacturer, firmware versions, operating system, metadata, time zone, language, MAC addresses, and other information about computing systems, applications, filenames and file paths, usernames, and technical data about the operating system instructions flow and networks.

- Contact details and registration information (including identifiers), such as names, emails, age, gender, phone numbers, and photographs
- Internet or other electronic network or device activity information, such as system logs, traffic, URLs, metadata, and antivirus and other malware statistics
- Other information that identifies or can be reasonably associated with you, including information contained in files, activity logs, analysis reports, communications content, and information provided to us through dashboards or portals associated with the security and firewall solutions of the Fortinet Services, such as troubleshooting requests and security inquiries regarding files, systems.

Some of the technical information listed above is considered personal data in certain contexts. Fortinet also collects Processor Data through the technology described in the “Cookies and Similar Automated Data Collection” section [below](#). We use Processor Data as described in the following section.

#### b. Uses of Processor Data

Subject to our contractual obligations, and depending on the particular Fortinet Services, we may use and disclose the information described above (sometimes in combination with other information we obtain, such as from our customers) as follows:

- To provide the Fortinet Services, including by:
  - Providing maintenance and technical support
  - Providing product upgrades
  - Addressing security and business continuity issues
  - Analyzing and improving the Fortinet Services, including responding to new threats and developing new features
- To enforce the legal terms that govern the Fortinet Services
- To comply with law and protect rights, safety, and property
- For other purposes requested or permitted by our customers or users, or as reasonably required to perform our business.

Many Fortinet Services use automated technology to recognize and defend against cybersecurity risks, such as by blocking or quarantining suspected malicious data. To better protect our customers and assist them with their own security compliance, some Fortinet Services use external threat information gathered in these situations to improve security for customers of Fortinet Services in similar situations. For example, if certain Fortinet services determine that a hacker is attacking some of our customers, we may use information about that threat in order to help protect other customers from similar attacks. This provides our customers’ data with much better protection than what would be possible if our services could not learn from experience. We handle “Threat Data” like this as described in the “Privacy Practices Specific to Controller Data” section [below](#).

### c. Disclosures of Processor Data

Subject to our contractual obligations, and depending on the particular Fortinet Services, we may disclose the information described above as follows:

- To provide the Fortinet Services, which can involve sharing personal data with our customer and with third parties selected by the customer or its users (for example, to detect security incidents, and protect against malicious, deceptive, fraudulent, or illegal activity, we process data about third-party threat actors such as the IP address of certain hacker-controlled devices that attempt cyberattacks on our customers)
- To enforce the legal terms that govern the Fortinet Services
- To comply with law, and where we deem disclosure appropriate to protect rights, safety and property (for example, for national security or law enforcement)
- As part of an actual or contemplated business sale, merger, consolidation, change in control, transfer of substantial assets or reorganization
- For other purposes requested or permitted by our customers or users, or as reasonably required to perform our business

For those purposes, we may share information with our affiliates and other entities that help us with the activities described in this Privacy Policy.

## 2. Privacy Practices Specific to Controller Data

### a. Types of Controller Data We Collect

As described above, we act as a processor for most of the Fortinet Services. We are, however, a “controller” under applicable law with respect to Controller Data. Controller Data includes two general categories of data: Business Data and Threat Data.

For example, we may collect certain data about customers, prospective customers, partners and their personnel (“**Business Data**”), which may include:

- Contact details and professional details, such as name, email address, phone number, title and name of company
- Information about users’ experience with our products, services, events and online forums and communities, such as the Fortinet Developer Network and CTAP end-user reports.
- Information about actual or prospective customer personnel’s other interactions with Fortinet, e.g., procurement, customer service, and point of sale data
- Data we handle in connection with the Network Security Expert Institute, the Fortinet Network Security Academy and other training and certification programs, including contact information, identity documents and other personal data collected for authentication of the candidate’s identity and test security, and testing results.

- Audio or video information, such recordings of meetings, or photographs collected from certification candidates for identity verification and security checks
- Information about actual or prospective users' interests
- Financial data, such as payment information for Fortinet products and services
- Investor relations-related data
- Other business-related data collected on our websites (such as online forum registrations) and elsewhere for our own business (such as at events)

We obtain Business Data directly from the relevant individuals or their employers, and also from third-party sources, such as distributors, resellers and partners, credit card issuers, clearinghouses, data brokers, fraud databases, referrals from customers and users, as well as publicly available sources such as company websites.

In connection with some Fortinet Services, Fortinet is also considered a controller of certain personal data relevant to security threats, i.e. "**Threat Data.**" To the extent it is personal data, IP addresses, device identifiers, URLs, and other data associated with malicious activity are part of Threat Data. We obtain Threat Data through Fortinet Services, publicly available sources such as online forums, other security providers and researchers, and independent research.

Fortinet also collects Business Data and Threat Data through the technology described in the Cookies and Similar Automated Data Collection section [below](#). We use all Controller Data as described in the following section.

#### b. Uses of Controller Data (Business Data and Threat Data)

Fortinet uses Controller Data as follows:

- To provide our products, services, events, websites, communities, training, certifications, and other business offerings
- For marketing, advertising, and other communications (including customizing and tailoring all of them for the particular recipient)
- To manage our relationships with customers, partners, suppliers, event attendees, and others
- For surveys and other market research
- For cybersecurity research
- To analyze, improve, and create Fortinet Services and other business offerings
- To enforce the legal terms that govern our business and online properties
- To provide security and business continuity
- To comply with law and protect rights, safety, and property
- For other purposes requested or permitted by our customers or users, or as reasonably required to perform our business.

### c. Disclosures of Controller Data (Business Data and Threat Data)

Subject to our contractual obligations, we share the information described above as follows:

- For the uses of information described above
- As part of an actual or contemplated business sale, merger, consolidation, change in control, transfer of substantial assets or reorganization
- For other purposes requested or permitted by our customers or users, or as reasonably required to perform our business.

For those purposes, we may share information with our affiliates and other entities that help us with the activities described in this Privacy Policy.

### d. Legal Bases for Processing Controller Data (Business Data and Threat Data)

The laws in some jurisdictions require companies to tell you about the legal ground they rely on to use or disclose your personal data. To the extent those laws apply, our legal grounds for processing Controller Data are as follows:

- Legitimate interests: In most cases, we handle personal data on the ground that it furthers our legitimate interests in commercial activities such as the following in ways that are not overridden by the interests or fundamental rights and freedoms of the affected individuals:
  - Protecting our business, personnel and property
  - Providing cybersecurity, including for the protection of personal data
  - Customer service
  - Marketing
  - Analyzing and improving our business; and/or
  - Managing legal issues

We may also process personal data for the same legitimate interests of our customers and business partners.

- To honor our contractual commitments to the individual: Some of our processing of personal data is to meet our contractual obligations to individuals, or to take steps at the individuals' request in anticipation of entering into a contract with them.
- Consent: Where required by law, and in some other cases, we handle personal data on the basis of consent. Where legally required (e.g., for the use of fingerprints for security purposes in certain jurisdictions), this is explicit consent.
- Legal compliance: We need to use and disclose personal data in certain ways to comply with our legal obligations.

### **3. Additional Information About Our Privacy Practices (applicable to both Processor Data and Controller Data)**

#### **a. Personal Data Rights and Choices (including Direct Marketing Opt-Out)**

We offer the options described below for exercising rights and choices under applicable law. Many of these are subject to important limits or exceptions under applicable law.

- To exercise rights or choices with respect to Processor Data, please make your request directly to the Fortinet customer for whom we process the data, particularly if the self-service options described below do not fully resolve your concern.
- You may review and update certain user information by logging in to the relevant portions of the Fortinet Services or Fortinet websites or online services.

In addition, the law of your jurisdiction (for example, within the European Economic Area) may give you additional rights to request access to and rectification or erasure of certain of your personal data we hold. In some cases, you may be entitled to receive a copy of the personal data you provided to us in portable form or to request that we transmit it to a third party. The law may also give you the right to request restrictions on the processing of your personal data, to object to processing of your personal data, or to withdraw consent for the processing of your personal data (which will not affect the legality of any processing that happened before your request takes effect).

You may contact us as described below to make these requests.

- For example, residents of the European Economic Area and certain other jurisdictions have a right to opt out of our processing of Controller Data for direct marketing purposes. You can exercise this right by contacting us as described [below](#).
- Our marketing emails and certain other communications include unsubscribe instructions, which you can use to limit or stop the relevant communications. Opt-out processes may take some time to complete, consistent with applicable law. Certain communications (such as certain billing-related communications or emergency service messages) are not subject to opt-out.
- Many Fortinet Services are designed to block hacking and other unauthorized activity, and they use automated means to compare user activity or device traits to similar data points that been associated with hacking or other unauthorized activity. If you believe that our services have been used to block you in error, please contact the relevant Fortinet customer for assistance. If you believe our services have blocked access to certain websites in error, please follow the instructions on our FortiGuard website to have such blocking reviewed. In limited cases, we may be able to assist you directly, depending on our contract with our customer and how the blocking happened.
- You may contact us with any concern or complaint regarding our privacy practices, and you also may lodge a complaint with the relevant governmental authority.
- Some Residents of California and Nevada have specific rights under the next two sections.

b. Notice of Privacy Rights for California Residents

Except where expressly noted, the subsections below apply only to “personal information” about California residents, as that term is defined in the California Consumer Privacy Act (“CCPA”), and they supplement the information in the rest of our Privacy Notice above. Data about individuals who are not residents of California is handled differently and is not subject to the same rights described below. Californians who wish to exercise the rights described here with respect to Processor Data should contact the customer on whose behalf we handle the data. The rest of this California section applies only to Controller Data.

*Categories of personal information we collect and disclose*

During the 12 months leading up to the effective date of this Privacy Notice, Fortinet has collected all of the information described in [Section 2\(a\)](#) and [Section 3\(e\)](#) of this Privacy Policy from and about California residents. During that period, we made the following disclosures of personal information about Californians for business purposes:

<b>Category of personal information</b>	<b>Categories of third parties to which it is disclosed</b>
<b>Identifiers</b> , such as name, address, email address, IP addresses, and other contact information.	Fortinet customers; Fortinet business partners; providers of marketing and advertising services; payment processors; providers of customer/support services; security researchers and similar partners; and providers of technical services.
<b>Commercial information</b> , such as information about an individual’s interests and interactions with Fortinet or our partners, including transaction data.	Same as first row.
<b>Audio information</b> , such as recordings of meetings, webinars, or virtual events.	Same as first row, except not to payment processors or security researchers.

<p><b>Visual information</b>, such as photographs collected from certification candidates for identity verification and test security, or recordings of meetings, webinars, or virtual events.</p>	<p>Same as first row, except not to payment processors or security researchers.</p>
<p><b>Geolocation information</b>, such as the location of your device (e.g., latitude and longitude).</p>	<p>Same as first row, except not to payment processors.</p>
<p><b>Internet or other network or device activity</b>, such as lookup history or a record of your online Services usage.</p>	<p>Same as first row, except not to payment processors.</p>
<p><b>Categories of personal information described in California Civil Code Section 1798.80(e).</b></p>	<p>Same as first row, except not to payment processors.</p>
<p><b>Other information you provide to us</b>, such as information provided via surveys.</p>	<p>Same as first row.</p>
<p><b>Inferences</b> based on any of the above.</p>	<p>Same as first row.</p>

We also have shared all of the categories of personal information we collect as set forth in [Section 2\(b\)](#) and [Section 2\(c\)](#), including with governmental entities for legal purposes and our affiliates and subsidiaries.

*CCPA “sale” of California personal information*

Fortinet does not sell personal information as the term “sell” is traditionally understood. But “sell” under the CCPA is broadly defined. It includes the sharing of personal information with third parties in exchange for something of value, even if no money changes hands. For

example, sharing an advertising or device identifier with a third party to receive their services may be considered a “sale” under the CCPA in some cases. During the 12 months leading up to the effective date of this Privacy Policy, we have “sold” what the CCPA calls “identifiers” (like IP addresses), “internet or other electronic network activity information” (like information regarding an individual’s browsing interactions on Fortinet.com), and “commercial information” (like the fact that a browser visited a page directed to people who are considering purchasing from us) to marketing and advertising services. This practice continues today.

Californians have a right to ask us not to “sell” certain personal information as that term is defined in under the CCPA. You can make such a request by performing BOTH of the following steps:

1. Complete our Form located in “Contact Us” below and include the phrase “Do Not Sell My Personal Information” in the form fields (or just send us an email at [privacy@fortinet.com](mailto:privacy@fortinet.com) with that request); AND
2. If you’d like your request to include CCPA “sales” that happen through cookies and related technology, follow the steps below that are applicable to your use of our websites:
  - To opt out of those “sales” that occur through webpages with a URL that begins with “www.fortinet.com”, click on the Cookie Preferences link in the footer. In the consent preference manager that pops up, click on the Performance Cookies tab and make sure the toggle button is in the off position (the left side of the slider). Click it if it is not in the off position. Repeat this process for Advertising Cookies and Functional Cookies and then click the “Confirm My Choices” button. Be sure to repeat this second step from each browser you use to access our webpages that begin with “www.fortinet.com.” You’ll need to repeat this process again in a particular browser if you clear your cookies in that browser.
  - Additional control options (which can be used to limit certain data collection or use on Fortinet webpages that don't have a Cookie Preferences link in their footer) are described in the *Cookies and Similar Automated Data Collection* section of our Privacy Policy [below](#).

We reserve the right to take reasonable steps to verify the validity of your requests.

#### *How we use these categories of personal information*

We and our service providers may use the categories of information we collect from and about you for the purposes described in [Section 2](#) and [Section 3\(e\)](#).

#### *Additional CCPA privacy rights*

If you are a California resident, California law may permit you to request that we:

- Provide you the categories of personal information we have collected or disclosed about you in the last twelve months; the categories of sources of such information; the business or commercial purpose for collecting or selling your personal information; and the categories of third parties with whom we shared personal information.

- Provide access to and/or a copy of certain information we hold about you.
- Delete certain information we have about you.

Certain information may be exempt from such requests under applicable law. For example, the CCPA has significant exemptions for certain B2B data. You also may have the right to receive information about the financial incentives that we offer to you (if any). You also have certain rights under the CCPA not to be subject to certain negative consequences for exercising CCPA rights.

To request to exercise any of these rights and receive the fastest response, please email us at [privacy@fortinet.com](mailto:privacy@fortinet.com) or submit a request through the form located at the bottom of this policy under “Contact Us.” We reserve the right to require verification of your identity before we fulfill a request, which may include requiring you to login to an existing Fortinet account, providing us with information that matches our records for you, responding to an email we send, or taking other steps relevant to your relationship with us and the nature of your request.

If you are an agent making a request on behalf of a consumer, we reserve the right to take steps to verify that you are authorized to make that request, which may include requiring you to provide us with written proof such as a notarized authentication letter or a power of attorney. We also may require the consumer to verify their identity directly with us. Because opt-out requests for sales made through cookies and related technology must be performed from each browser that is used to access our Services, it is easiest for the consumer to perform such opt-outs themselves. However, if a consumer wishes for an agent to perform browser-based requests on their behalf, the consumer may arrange for the agent to use the consumer’s browser to make such requests. We are not responsible for the security risks of this or any other arrangements that a consumer may have with an agent. For clarity, this is not permission for any user to share their login credentials with an agent or any third party. Such sharing is prohibited and is not required for an agent to make requests under this Privacy Policy.

For security and legal reasons, however, Fortinet reserves the right not to accept requests that require us to access third-party websites or services.

#### c. Notice to Nevada Residents

Under a Nevada law, certain Nevada consumers may opt out of the “sale” of “personally identifiable information” for monetary consideration to a person for that person to license or sell such information to additional persons, as those concepts are defined under the Nevada law, which differs from the CCPA. “Personally identifiable information” under that law includes first and last name, address, email address, phone number, Social Security Number, or an identifier that allows a specific person to be contacted either physically or online.

We do not engage in such activity; however, if you are a Nevada resident who has purchased or leased goods or services from us, you may submit a request to opt out of any potential future sales under Nevada law by contacting [privacy@fortinet.com](mailto:privacy@fortinet.com). We reserve the right to take reasonable steps to verify your identity and the authenticity of the request. Once verified, we will maintain your request in the event our practices change.

#### d. Aggregate or De-Identified Data

Subject to applicable law and our contractual obligations, (i) we may aggregate or de-identify Controller Data or Processor Data so that the information cannot be linked to the relevant individual and (ii) our use and disclosure of aggregated, anonymized, and other non-personal information is not subject to any restrictions under this Privacy Policy, and we may disclose it to others without limitation for any purpose.

#### e. Cookies and Similar Automated Data Collection

In our websites, apps and emails, we and third parties may collect certain information by automated means such as cookies, Web beacons, tags and scripts or similar technologies, JavaScript and mobile device functionality. This information may include unique browser identifiers, IP address, browser and operating system information, device identifiers (such as the Apple IDFA or Android Advertising ID), geolocation, other device information, Internet connection information, as well as details about individuals' interactions with our apps, websites and emails (for example, the URL of the third-party website from which you came, the pages on our website that you visit, and the links you click on in our websites).

We and third parties may use automated means to read or write information on users' devices, such as in various types of cookies and other browser-based or plugin-based local storage (such as HTML5 storage or Flash-based storage).

Cookies and local storage are files that contain data, such as unique identifiers, that we or a third party may transfer to or read from a user's device for the purposes described in this Privacy Policy, such as recognizing the device, service provision, record-keeping, analytics and marketing, depending on the context of collection.

These technologies help us (a) keep track of whether you are signed in or have previously signed in so that we can display all the features that are available to you; (b) remember your settings on the pages you visit, so that we can display your preferred content the next time you visit; (c) display personalized content; (d) perform analytics, and measure traffic and usage trends, and better understand the demographics of our users; (e) diagnose and fix technology problems; and (f) otherwise plan for and enhance our business.

Also, in some cases, we facilitate the collection of information by advertising services administered by third parties. The ad services may track users' online activities over time by collecting information through automated means such as cookies, and they may use this information to show users ads that are tailored to their individual interests or characteristics

and/or based on prior visits to certain sites or apps, or other information we or they know, infer or have collected from the users. For example, we and these providers may use different types of cookies, other automated technology, and data (i) to recognize users and their devices, (ii) to inform, optimize, and serve ads and (iii) to report on our ad impressions, other uses of ad services, and interactions with these ad impressions and ad services (including how they are related to visits to specific sites or apps).

The best way to manage your preferences regarding our use of these technologies on Fortinet websites that have a “Cookie Preferences” link in the footer is to click that link and submit your preferences. On other Fortinet webpages, you can make certain choices by following the steps below.

You may be able to set your web browser to refuse certain types of cookies, or to alert you when certain types of cookies are being sent. Some browsers offer similar settings for HTML5 local storage, and Flash storage can be managed here. However, if you block or otherwise reject our cookies, local storage, JavaScript or other technologies, certain websites (including our own websites) may not function properly.

To learn more about interest-based advertising generally, including how to opt out from the targeting of interest-based ads by some of our current ad service partners, visit [aboutads.info/choices](http://aboutads.info/choices) or [youronlinechoices.eu](http://youronlinechoices.eu) from each of your browsers. You can opt out of Google Analytics and customize the Google Display Network ads by visiting your Google Ads Settings. Google also allows you to install a [Google Analytics Opt-out Browser Add-on](#) for your browser. If you replace, change or upgrade your browser, or delete your cookies, you may need to use these opt-out tools again. We do not respond to browser-based do-not-track signals.

Please visit your mobile device manufacturer's website (or the website for its operating system) for instructions on any additional privacy controls in your mobile operating system, such as privacy settings for device identifiers and geolocation.

#### f. International Data Transfers

Fortinet and the recipients of the data disclosures described in this Privacy Policy have locations in the United States, Canada and elsewhere in the world, including where privacy laws may not provide as much protection as those of your country of residence. Fortinet data centers for Processor Data are located primarily in Canada. We comply with legal requirements for cross-border data protection, including through the use of European Commission-approved Standard Contractual Clauses. To exercise any legal right to request data transfer mechanism documents that Fortinet uses to transfer data to third parties, please contact us.

Certain Fortinet Services allow our customers and users to make international data transfers to third parties, for which they are solely responsible.

#### g. Security

We have put in place physical, electronic, and managerial procedures to safeguard data and help prevent unauthorized access, to maintain data security, and to use correctly the data we collect. However, we cannot assure you that data that we collect will never be used or disclosed in a manner that is inconsistent with this Privacy Policy.

If a password is used to help protect your personal information, it is your responsibility to keep the password confidential. Do not share this information with anyone.

#### h. Data Retention

We will retain your information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law. To provide security and business continuity for the activities described in this Privacy Policy, we make backups of certain data, which we may retain for longer than the original data. For example, FortiCloud Sandbox will store logs of suspicious activities for 1 year.

#### i. Notification of Changes

Fortinet reserves the right to change this Privacy Policy at any time to reflect changes in the law, our data collection and use practices, the features of our services, or advances in technology. Please check this page periodically for changes. Any updated Privacy Policy will be posted on Fortinet.com via a hyperlink in the footer or other convenient location.

#### j. How to Contact Us

To request to exercise any of these rights and receive the fastest response, please [click here](#) or email us at [privacy@fortinet.com](mailto:privacy@fortinet.com).