

**FORTINET DEAL REGISTRATION PROGRAM
GENERAL TERMS AND CONDITIONS**

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BETWEEN FORTINET AND THE RESELLERS PARTICIPATING IN THIS PROGRAM. ANY RESELLER PARTICIPATING IN THE PROGRAM AGREES TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS. IF THE RESELLER DOES NOT AGREE TO THESE TERMS AND CONDITIONS, FORTINET EXPLICITLY ADVISES THE RESELLER NOT TO PARTICIPATE IN THE PROGRAM. THE RESELLER REPRESENTS TO HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND HAS HAD SUFFICIENT OPPORTUNITY TO CONSULT WITH COUNSEL PRIOR TO ACCEPTING THE TERMS AND CONDITIONS SET OUT HEREIN.

FORTINET SHALL NOT BE BOUND BY ANY ADDITIONAL, INCONSISTENT, AND/OR CONFLICTING PROVISIONS IN ANY ORDER, RELEASE, ACCEPTANCE OF OTHER CORRESPONDENCE (INCLUDING WITHOUT LIMITATION ANY COMMERCIAL BROCHURE) UNLESS EXPRESSLY AGREED TO IN WRITING SIGNED BY FORTINET'S GENERAL COUNSEL, AND IN ANY EVENT SHALL FORTINET BE DEEMED TO HAVE ACCEPTED ANY TERMS IN YOUR PURPORTED OFFER OR OFFER DOCUMENTS.

1. Definitions

Authorized Distributor: shall mean an independent third party acting in its own name and account and authorized by Fortinet (as properly registered with Fortinet as a Fortinet distributor) to sell, within the authorized territory, Fortinet's Products purchased from Fortinet to a Fortinet authorized Reseller.

Award Date: shall mean the date of the notification to the Reseller of an approved Deal Registration Request.

Deal: shall mean an express request from an End-Customer to a Reseller for a measurable acquisition/purchase of Fortinet's Products by a particular End-Customer.

Deal Registration Opportunity: shall mean an approved Deal Registration Request by Fortinet under this Program.

Deal Registration Request: shall mean the submission by a Reseller of the then-current Deal Registration Form for a Net New Opportunity or Renewal Opportunity to benefit from this Program with complete, accurate and up-to-date information as per defined in these Terms and Conditions.

End-Customer: shall mean a company or individual that is or will be lawfully in possession or does or will retain ownership of Fortinet's equipment or is the licensee for software usage rights or a beneficiary of a service subscription, within the Territory, excluding Authorized Distributors and Resellers.

EULA: shall mean Fortinet's then-current End-User License Agreement, which is available at <http://www.fortinet.com/doc/legal/eula.pdf>, or at any other website as designated by Fortinet.

Fortinet shall mean Fortinet, Inc. or its affiliates.

Net New Opportunity: shall mean a specific, detailed and new Opportunity. Not every individual Product sale by the Reseller qualifies as an individual Net New Opportunity, but only an entire project that a reasonable third party would see it as one connected project leading to connected Product sales, even if it consists of multiple business transactions. Such new Opportunity must not already be known to Fortinet, or already been registered in Fortinet's customer-relationship-management-tool, or a similar database under as a Deal. Reseller shall submit a complete and accurate Deal Registration Form to Fortinet. A Net New Opportunity is project based only and the

values shall **not** be calculated based on an entire End-Customer account, but shall be strictly and solely assessed on a per-project basis. In cases of doubt, Fortinet's sole assessment of what constitutes a Net New Opportunity or what is its scope is final.

Renewal Opportunity: shall mean a specific, detailed Opportunity for extending one or more existing expiring contracts, licenses, entitlements, services and service subscriptions (FortiCare™ and/or FortiGuard™) (the "**Renewal Products**"), registered on a Fortinet's equipment per Serial Number. For clarity, please note that all the Serial Numbers listed in the Deal Registration Request for a Renewal Opportunity shall belong to one unique end-customer account. Notwithstanding anything to the contrary herein, for any Renewal Opportunity, incumbent Reseller which had previously been engaged on the purchase of the Renewal Products, shall get precedence over new Reseller unless End-Customer expressly requests otherwise, in writing.

Opportunity: shall mean the possibility for a Reseller to sell new or additional Products or renewal Products to a new or existing End-Customer account, and the correlating purchase of these Products by the Reseller from an Authorized Distributor, and further the correlating purchase of these Products by the Authorized Distributor for Fortinet.

Program: shall mean Fortinet's Deal Registration Program – EMEA Region

Products: shall mean all Fortinet's hardware or software products and relevant services identified in Fortinet's then-current applicable recommended non-binding End-User Price List.

Reseller: shall mean an independent third party acting in its own name and account that is authorized by Fortinet and properly registered with Fortinet as a Fortinet's authorized Reseller/MSSP in a determined location to: (a) to purchase Products from a Fortinet Authorized Distributor and (b) resell them within its location to an End-Customer; and (c) participates in the Program.

Specialization: shall mean an approved Fortinet Engage FortiPartner Specialization valid within Fortinet then-current Engage FortiPartner Program at the date of a Deal Registration Request.

Territory: shall mean any individually assigned location or geographic area within Europe, Middle East and Africa (the EMEA region) and India, Bangladesh, Bhutan, Maldives, Nepal and Sri Lanka.

Terms and Conditions: shall mean these General Terms and Conditions for the Fortinet's Deal Registration Program – EMEA Region.

2. Scope

This Program aims to reward Resellers when introducing a Net New Opportunity as well as a Renewal Opportunity.

3. Fortinet's two-tier channel model

Fortinet is the manufacturer of Products that are brought to market through a two-tier distribution channel of authorized Distributors and Resellers, both independently selling Products to their customers solely in their own name and account, binding themselves only.

Nothing in the Program or in the terms and Conditions establishes a direct seller or buyer relationship, an agency relationship, an employment relationship or any kind of joint venture, joint bidder relationship or a similar relationship between Fortinet and a Reseller. Nothing herein changes in any way the existing channel go-to-market model or the existing nature of the relationship between Fortinet and a Reseller.

Fortinet does not supply Fortinet's Products directly to the Reseller and/or End-Customer.

The relationship between Fortinet and Reseller is governed by the FortiPartner agreement entered into with Fortinet. This FortiPartner agreement, or any similar agreement entered into, are not to be modified in any way by the Reseller’s participation in this Program. This program does not grant exclusivity, deal protection or any other form of preferred or exclusive status to a Reseller. Fortinet retains the right to grant equal or bigger discounts or otherwise equal or better terms to another authorized Distributor or Reseller bidding to the same End-Customer and for the same business.

We like to clarify that the Program is exclusively available to authorized Reseller. For clarity, shall the Reseller expressly authorize a third party, under a valid delegation of authority, to represent it under this Program (the “Authorized Representative”), the Reseller is directly and solely responsible and/or liable for any actions, omissions or obligations of this Authorized Representative under this Program. Therefore, the Reseller expressly agrees and undertakes to release and indemnify Fortinet in full from any and all liability and/or claims from an Authorized Representative related to the present Program.

4. Eligibility criteria

For a Reseller to benefit from this Program, the Reseller needs to submit a Deal Registration Form to Fortinet on a Net New Opportunity or a Renewal Opportunity based on the below listed criteria :

- **New Deal or Renewal Deal:** The registered Deal must be a Net New Opportunity not yet registered in any of Fortinet’s current data-bases, for the End-Customer account, or a Renewal Opportunity for an existing end-customer account. Excluded expressly from this Program are the following (without limitation): supply of Not-For-Resale products, supply of laboratory, demo or test units, Requests for Information (RFI), Requests for Proposals (RFP), Requests for Quotation (RFQ) and general tenders, auctions, reverse auctions, etc. Fortinet reserves its rights to expand the list of non-eligible Deals to the Program, from time to time, at its discretion and without prior notification.
- **Deal value:** the deal value to the Reseller shall be at least:
 - o **For Net New Opportunity:** US Dollars five thousand (US\$ 5,000) (public price) or its equivalent in local currency
 - o **For Renewal Opportunity:** US Dollars ten thousand (US\$ 10,000) (public price) or its equivalent in local currency.
- **Deal Content:** Deals containing only Professional Services/Advanced-Services and/or Training are not eligible under the Program.
- **Form:** Reseller needs to submit a fully and accurately completed Deal Registration Form to Fortinet online via the Fortinet FortiPartner Portal.
- **Up-to-date information:** Reseller agrees and undertakes to update its Deal Registration Opportunity every month with accurate and complete information until its conclusion into a final sale. For the avoidance of doubt, failing to provide updates on a Deal Registration Opportunity or failing to deliver sufficient information as requested by Fortinet from time to time about the progress of such Deal Registration Opportunity can lead, at Fortinet’s discretion, to ineligibility/withdrawal of the Deal Registration Opportunity from the Program.
- **Products:** All Products are eligible under this Program except as otherwise stated herein. Please note that Deals listing only Professional Services/Advanced-Services and/or Training are not eligible under the Program.
- **Review Process:** Fortinet retains the right to contact the End-User as part of the review process.

5. Confirmation and validity

- **Confirmation:** Fortinet shall confirm the eligibility of a Deal Registration Request to the Reseller within five (5) working days from the date of submission of the Deal Registration Request. Fortinet will use email notification to indicate approval or denial of a Deal Registration Request. The confirmation of Fortinet towards a Deal Registration Request transforms it into a Deal Registration Opportunity.
For the avoidance of doubt, in case the Reseller has not received a notification from Fortinet within the notice period described above (*5 working days*), the Deal Registration Request shall be deemed to be denied and the Deal Registration Request shall be ineligible for this Program and thus void.
- **Validity:** A Deal Registration Opportunity shall enter into force and effect from the date it has been awarded (“Award Date”) and shall remain valid for a period of ninety (90) calendar days from its Award Date unless earlier revoked or further extended by Fortinet pursuant to these Terms and Conditions.
- **Extension:** A Deal Registration Opportunity can be extended twice for two successive periods of ninety (90) days (*i.e. in total up to a maximum of two hundred and seventy (270) calendar days from Award Date*), upon written request from the Reseller, provided Fortinet’s prior written approval is given and pursuant to the above paragraph.
- **Termination:** A Deal Registration Opportunity shall expire and be void after its validity period is completed.

6. Deal Registration Authorization Code

- A Deal Registration Authorization Code is generated on a per Deal basis pursuant to these Terms and Conditions and shall be used by the Reseller exclusively and solely for the specific Deal Registration Opportunity for which the Deal Registration Authorization Code has been granted.
- For clarity, a Deal Registration Authorization Code is specific to the Reseller that made the Deal Registration Request and it is non-transferable and shall not be used for any different Deal other than the Deal Registration Opportunity for which the Deal Registration Request was originally made.
- A Deal Registration Authorization Code is generated on Award Date and can only be used in the moment the Deal Registration Opportunity is converted into a final Sale.

7. Possible Discounts

- Upon presentation of a valid Deal Registration Authorization Code to the Authorized Distributor, such Authorized Distributor may offer respective discounts to the Reseller for the purchase of the Products captured in the Deal Registration Opportunity.
- Purely informative, indicative, and non-binding; Fortinet suggests and recommends to its Authorized Distributor to grant upon presentation of a valid Deal Registration Authorization Code an additional discount of 3% points or more (the “**Recommended Discounts**”) to the Reseller, solely for purchases related to the specific Deal Registration Opportunity. The applicable discounts under this Program shall be added to the then-current Fortinet’s recommended Reseller level discount. For clarity, Fortinet cannot determine the selling price of the Authorized Distributor, and cannot agree discounts on behalf of the Authorized Distributor, but merely suggests, as a general recommendation, for the respective Authorized Distributor to apply an additional 3% points or more discount to the Reseller, which has received the Deal Registration Authorization Code under this Program.
- Reseller may benefit from, at the Authorized Distributor’s sole discretion and under the terms of the previous paragraph, an additional 3% points or more discounts towards the Recommended Discounts, provided Reseller holds, at the Deal Registration Request date, a valid Engage FortiPartner Specialization. For clarity, and provided a valid Engage FortiPartner Specialization holds by the Reseller on Deal Registration request date, Fortinet’s recommends up to 6% point or more discounts for this specific Deal only.

- For Deal Registration Opportunity placed through a public cloud provider (“CSP”), such as but not limited to - Microsoft Azure or Amazon Web Services (AWS) - for pay-as-you-go solutions, Fortinet recommends, under a valid Deal Registration Opportunity with the respective Deal Registration Authorization Code, for purely informative and non-binding purpose only, to grant an additional discounts of 5% points to the Reseller towards its Fortinet then-current and applicable CSP standard discounts For avoidance of doubt, in order to be eligible to any deal registration’s additional recommended discount, the Reseller needs to be a qualified and approved Public Cloud Provider reseller under Fortinet’s then-current FortiPartner program.
- The Deal Registration discount shall only apply to the Deal Registration Opportunity for which the Deal Registration Authorization Code was granted. For clarity, a Deal Registration discount shall not apply to a different Deal from the Deal Registration Opportunity.
- The Deal Registration additional recommended non-binding discount may be granted at the exclusive discretion of the Authorized Distributor to the Reseller in the event the Deal Registration Opportunity is converted into a final sale.
- **FORTINET DOES NOT AND CANNOT INTERFERE IN THE PRICING NEGOTIATED BETWEEN AN AUTHORIZED DISTRIBUTOR AND A RESELLER OR BETWEEN A RESELLER AND THE END-CUSTOMER. ANY DISCOUNTS OFFERED UNDER THIS PROGRAM TO A RESELLER ARE MANUFACTURER NON-BINDING DISCOUNT RECOMMENDATIONS. FOR THE AVOIDANCE OF DOUBT, THE FINAL QUOTE MUST BE OBTAINED FROM AN AUTHORIZED DISTRIBUTOR OF THE RESELLER’S CHOICE.**
- Fortinet reserves the right to cancel a Deal Registration Authorization Code and to refuse to grant the discount to the authorized Distributor in the event of a breach and in application of those Terms and Conditions.
- This Program and any discounts granted hereunder cannot be used cumulative with any other Fortinet Promotions, Fortinet Trade-Up Programs or any other Fortinet special pricing.

8. Denial /Withdrawal of a Deal Registration, End of the Program

Fortinet can, at its sole discretion, decide to deny and/or revoke, at any time, a Deal Registration Request/Opportunity/Authorization Code on a case by case basis, including but without limitation, in the following cases:

- Fortinet was aware of the opportunity prior to the Reseller’s submission of a Deal Registration Request on this particular Deal;
- The Deal was previously submitted under a different Deal Registration Request by another Reseller;
- The information provided for the submission of a Deal Registration Request/Opportunity by the Reseller is inaccurate, incomplete or fraudulent, or if the Deal Registration information causes damage, embarrassment or adverse publicity to Fortinet;
- The Reseller fails to maintain proper communication with and up-to-date information to Fortinet regarding the Deal Registration Opportunity;
- The Deal changes in scope pursuant to *section 4 – Eligibility criteria* or no longer exists;
- Fortinet determines, in its sole discretion, that the Reseller does not conform to the Deal Registration Program, FortiPartner Program, Fortinet’s then-current policies and/or the FortiPartner Agreement; or
- The Reseller is subject to termination of its reseller status, even if such termination is not yet effective.

Please note that in the event of a Deal Registration Request/Opportunity denial/withdrawal, Reseller will remain eligible for its Fortinet’s non-binding recommended FortiPartner level discount pursuant to Fortinet’s then current FortiPartner Program and the Resellers’ partner level.

Up-to-date information about the status of your Deal Registration Request/Opportunity is available at any time in your Deal Registration Dashboard on the Fortinet FortiPartner Portal.

Fortinet retains the right at any time to suspend or cancel the Program in parts or its entirety, or any benefits hereunder, without any obligation to give reasons or to compensate for any estimated or real costs, any expected discounts, savings or benefits to Resellers or other parties. There are no discounts, savings, margins, etc. promised hereunder. Fortinet accepts no legal obligations under this Program towards any party, and in particular, but not limited to an Authorized Distributor or a Reseller.

9. Duplication

- In the event of duplicate Deal Registration Requests of various Resellers on the same opportunity, Fortinet may, at its sole discretion, choose to honor all, one, or none of the Deal Registration Opportunity accrued by the respective Resellers under the Program, on a case by case basis and at Fortinet's exclusive discretion. For clarity, in a situation where Fortinet is not legitimately able to determine which Reseller first created the Deal Registration Request, Fortinet reserves its rights to grant multiple Deal Registration Opportunities for the same Net New Opportunity or Renewal Opportunity to the respective Resellers.
- In the event that multiple Deal Registration Authorization Codes are granted to more than one Reseller for the same Deal under this Program, then each qualified Resellers will be granted their respective Deal Registration discounts pursuant to these Terms & Conditions.
- Please note that Fortinet has full discretion, at any time, to award multiple Deal Registration Opportunities on the same Deal.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET SHALL NOT BE LIABLE HERUNDER WITH RESPECT TO ANY SUBJECT MATTER OF THIS PROGRAM OR RELATED TO THIS PROGRAM, UNDER ANY CONTRACT, NEGLIGENCE, INDEMNIFICATION, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR : (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED; (II) DAMAGES FOR WORK STOPPAGE, LOST PROFITS OR LOST DATA; OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. IN NO EVENT SHALL FORTINET'S TOTAL LIABILITY UNDER THIS PROGRAM OR RELATED TO THIS PROGRAM, UNDER ANY CONTRACT, NEGLIGENCE, INDEMNIFICATION, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, THEN THOUSAND US DOLLAR (10'000 USD).

11. Disputes and Audit rights

- Reseller must submit any Deal Registration disputes, whether between Fortinet, or another Fortinet Reseller by email to emea_partners@fortinet.com. Fortinet may, in its sole discretion, take remedial measures if Fortinet has reason to believe that a Reseller has failed to comply with Fortinet's Programs and policies. Remedial measures may include but are not limited to suspension of marketing development funds for this Reseller or termination of the Reseller status.
- At any time, Fortinet may audit the Reseller's Opportunity and Deal Registration for compliance, including, but not limited to, verification of any reports, documents or supporting information submitted to qualify the opportunity or assist in registering the Reseller's deal as well as contacting the End-Customer on the Net New Opportunity or Renewal Opportunity. The Reseller shall cooperate in all request Fortinet makes relating to such audit.

12. Modification and Authority

- Fortinet reserves its right to modify any aspect –or to retire in its entirety– the Deal Registration Program at any given time without prior notice to the Reseller. Reseller understands and agrees that it shall not claim any accrued rights with respect to this Program to the extent that said Program has been modified or terminated.

- FORTINET'S RECORDS AND SYSTEMS SHALL BE AUTHORITATIVE AND CONCLUSIVE FOR PURPOSES OF APPROVING THE RESELLER'S DEAL REGISTRATION AND FOR PERFORMING ANY COMPUTATION IN REVIEWING DEAL REGISTRATION SUBMISSIONS. FORTINET RESERVES THE RIGHT TO MODIFY AND INTERPRET THE DEAL REGISTRATION RULES AND APPROVE OR DENY A DEAL REGISTRATION SUBMISSION AT ITS SOLE DISCRETION. FORTINET'S DECISION WILL BE NON-NEGOTIABLE AND FINAL. FORTINET DOES NOT GUARANTEE THE SUCCESS OR CLOSURE OF ANY REGISTERED DEAL APPROVED UNDER THIS PROGRAM. FORTINET RESERVES THE RIGHTS TO MODIFY, SUPERSEDE, OR TERMINATE ALL OR PART OF THESE TERMS AND CONDITIONS OR TO TERMINATE THE PROGRAM IN ITS ENTIRETY AT ANY GIVEN TIME WIHTOUT NOTICE. THE AUTHORIZED DISTRIBUTOR OR THE RESELLER SHALL NOT CLAIM ANY ACCRUED RIGHTS WITH RESPECT TO THE PROGRAM TO THE EXTEND THAT SUCH PROGRAM HAS BEEN CHANGED OR TERMINATED.