Hardware Warranty

Fortinet provides a one (1) year limited product hardware warranty to purchasers of Fortinet products as follows: Fortinet warrants that the product hardware will be free from defects in materials and workmanship that result in a material deviation from the applicable published Fortinet technical specifications ("Hardware System Failure"). Upon the occurrence of a Hardware System Failure, Fortinet will repair or replace such product hardware within three (3) working days (Note: see Regional Variations section below) of its receipt of the failed hardware in, if in advance of its receipt, such hardware (1) was evaluated by Fortinet Technical Support in person or via telephone, and (2) received a Technical Support RMA number from Fortinet. Further, the product hardware must be shipped, shipment pre-paid, to Fortinet, and the RMA number must be clearly indicated on the shipping box and papers.

Software Warranty

Fortinet provides a ninety (90) day, limited software warranty to licensees of Fortinet software accompanying Fortinet hardware or licensed separately. Fortinet warrants that the media on which the software is delivered will be free of defects in material and workmanship for a period of ninety (90) days following delivery of the software to licensee. Fortinet warrants that the software, when used in accordance with the terms of the Fortinet software license, will operate substantially as set forth in the applicable Fortinet documentation for a period of ninety (90) days following registration.

Registration Requirement

Warranties are only valid for Products which have been registered with Fortinet at https://support.fortinet.com. Products which have not been registered with Fortinet are not entitled to any of the rights contained in this publication and failure to register your product in a timely manner may result in a forfeiture of your warranty in its entirety.

Warranty Start Date: Notice

All Fortinet warranties begin on the date of Product registration. All warranty claims must be submitted before the expiration of the warranty term, i.e. 1-year from registration for hardware claims and ninety (90) days from registration for Software claims.

Warranty Forfeiture

Fortinet's warranties are subject to a "sunset" provision requiring that Products must be registered with Fortinet within twelve (12) months of the initial Product sale from Fortinet; not its distributors or resellers. All Products which have not been registered by the licensee with Fortinet within 12 months from the time such Products were initially purchased from Fortinet, shall forfeit any warranty rights under this Agreement or any other.

Warranty Limitations

Fortinet's warranties as set forth herein ("Warranties") are expressly conditioned upon the valid operation of the Product License Agreement included with every shipment (which is incorporated herein by reference) and are further expressly contingent upon proper use of the Fortinet hardware and software ("Products") and shall not apply if the Products have been modified without Fortinet's written approval, if the Products' serial number label has been removed, or if the Product has been damaged or impaired in any way. The terms of the Warranty are limited to the remedies as set forth herein. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. FORTINET MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR FORTINET SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,
USEFULLNESS AND/OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. FORTINET DOES
NOT WARRANT THAT ANY PRODUCT WILL BE ERROR-FREE, OR THAT ANY DEFECT THAT MAY
EXIST IN ANY PRODUCT CAN BE CORRECTED. IN NO EVENT SHALL FORTINET BE LIABLE FOR
COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL,
INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT FORTINET HAS BEEN ADVISED OF THE
POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR ANY BREACH OF ANY OR ALL OF
THE FOREGOING WARRANTIES SHALL BE REPAIR, REPLACEMENT OR REFUND OF THE COST
OF ANY NON-CONFIRMING PRODUCT(S).

Advance Replacement

Advance Hardware Replacement is available for hardware covered by a Fortinet 24x7 support contract
and allows the customer to request that a replacement unit be shipped prior to the return of the failed unit.
This service requires an evaluation of the failed system by a Fortinet Technical Support specialist and the
issuance of a Technical Support Return Material Authorization ("RMA") number. Upon issuance of the
RMA number, a repaired or replacement unit will be shipped to the customer at Fortinet's expense
according to the service level agreement associated with the subscribed RMA service and as stipulated
within the Forticare service contract. Fortinet must receive the failed unit within 30 days after issuance of
the RMA to avoid replacement charges, billed at the current list price of the unit including installed
options. A replacement unit may be a new or reconditioned unit of equivalent or better value.
Replacement hardware for Fortinet distributors and resellers will be sent to the distributor or reseller, not
the end customer.

DOA

A unit is classified as DOA (Dead On Arrival) if the fault is reported within the first 30 days of product
Warranty, 30 days from product registration date or no more than 120 days from shipment. All DOA's are
handled as advanced replacements from Fortinet within next business day terms.

Warranty Returns – Return and Replace

Replacement of hardware under Fortinet's standard warranty requires an evaluation of the failed system
by a Fortinet Technical Support specialist, and the issuance of a Technical Support RMA number. The
Customer must ship the subject unit, pre-paid, to Fortinet. The RMA number must be clearly indicated on
the box and shipping papers - failure to do so will result in delays. A repaired or replacement unit will be
shipped via ground carrier at Fortinet's expense within 3 business days after receipt of the failed unit. A
replacement unit may be a new or reconditioned unit of equivalent or better value. Replacement hardware
for Fortinet distributors and resellers will be sent to the distributor or reseller, not the end customer.

Regional Variations – Outside of North America

Due to country-specific import and export regulations, customs and shipping authorization may take
longer to obtain for some countries than for others. Advance Replacements will be shipped within 72
hours of issuing the RMA. Warranty Returns for customers outside of North America will be shipped
within 5 business days after receipt of the failed unit. In Asia, distributors have the option of having a
replacement unit shipped to them or receive a credit to their Fortinet account in lieu of a replacement unit.
This option applies only in countries where there is no local Fortinet RMA center. If and when Fortinet
institutes a local Fortinet RMA center in any such country, the foregoing return for full credit option shall
no longer be available, and distributors shall instead utilize Fortinet's standard RMA process.

Miscellaneous Disclaimers
Fortinet reserves the right, in its sole discretion, to change, revise, limit, expand or otherwise alter the program and any element thereof at any time with no notice required.

EXCLUSIONS

The services provided by Fortinet hereunder will not include warranty, support and/or maintenance of any third party software or hardware, whether or not such third party software or hardware is provided by Fortinet. Fortinet is not required to provide any services for problems arising out of: (i) your failure to implement all Maintenance or Feature issued under this Agreement; (ii) any alterations of or additions to the Products performed by parties other than Fortinet; (iii) accident, negligence, or misuse of the Products (such as, without limitation, operation outside of environmental specifications or in a manner for which the Products were not designed); or (iv) interconnection of the Products with other products not supplied by Fortinet. Fortinet shall only be obligated to support the then-current version of the Products and the immediately prior version.

About Fortinet

Fortinet is the pioneer and leading provider of ASIC-accelerated multi-threat security systems, which are used by enterprises and service providers to increase their security while reducing total operating costs. Fortinet solutions were built from the ground up to integrate multiple levels of security protection—including firewall, antivirus, intrusion prevention, Web content filtering, VPN, spyware prevention and antispam—providing customers a way to protect multiple threats as well as blended threats. Leveraging a custom ASIC and unified interface, Fortinet solutions offer advanced security functionality that scales from remote office to chassis-based solutions with integrated management and reporting. Fortinet solutions have won multiple awards around the world and are the only security products that are certified eight times over by the ICSA (firewall, antivirus, IPSec, SSL, IDS, client antivirus detection, cleaning and antispyware). Fortinet is privately held and based in Sunnyvale, California.