

READ THIS FORTIPARTNER CLICK-THROUGH AGREEMENT BEFORE REGISTERING AS A FORTIPARTNER WITH FORTINET. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN DO NOT REGISTER AS A FORTIPARTNER WITH FORTINET. BY REGISTERING WITH FORTINET, YOU (AS "FORTIPARTNER" AND AS A REPRESENTATIVE AUTHORIZED TO BIND THE FORTIPARTNER ENTITY) CONSENT AND AGREE, ON BEHALF OF YOURSELF AND THE FORTIPARTNER ENTITY, TO BE BOUND BY THIS AGREEMENT. FURTHER, FORTIPARTNER REPRESENTS THAT IT IS A SOPHISTICATED ENTITY, THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND HAS HAD SUFFICIENT OPPORTUNITY TO CONSULT WITH COUNSEL, PRIOR TO AGREEING TO THE TERMS HEREIN AND SUBMITTING ITS REGISTRATION. IF FORTIPARTNER HAS ANY QUESTIONS OR CONCERNS, OR DESIRES TO SUGGEST ANY MODIFICATIONS TO THIS AGREEMENT, PLEASE CONTACT THE LOCAL FORTINET SALES REPRESENTATIVE TO BE REFERRED TO FORTINET LEGAL.

The parties to this agreement are FortiPartner and Fortinet, Inc., ("Fortinet"). The effective date of this Agreement shall commence upon FortiPartner's acceptance of this Agreement and completion of the FortiPartner Program registration process. Upon Fortinet's acceptance of FortiPartner's registration, FortiPartner will be appointed a nonexclusive marketer and reseller of Fortinet Products or, in accordance with the status assigned, as a Managed Security Services Provider, or MSSP, in the Territory specified by Fortinet.

1. DEFINITIONS: The following definitions apply to capitalized terms in this Agreement. All other capitalized terms are defined in the body of the Agreement.

1.1. **"Code of Conduct"** means Fortinet's Partner Code of Conduct as published on Fortinet's website at <https://www.fortinet.com/content/dam/fortinet/assets/legal/Fortinet-Partner-Code-of-Conduct.pdf>, as may be updated in Fortinet's sole discretion.

1.2. **"Confidential Information"** shall mean all proprietary or confidential information disclosed by one party to the other party including, without limitation: (i) proprietary product, software or services information, or related design, technology, ideas and algorithms (note the design, technology, ideas, and algorithms in Fortinet's Products and Services, and Software and components therein and related thereto, shall be deemed Fortinet "Confidential Information"); (ii) trade secrets; (iii) either party's technical, business or financial information and plans; (iv) the terms of this Agreement; and (v) any item marked as confidential by the disclosing party. Confidential Information shall not include information that the receiving party can show (a) is or becomes generally known or publicly available through no fault of the receiving party; (b) is known by, or is in the possession of, the receiving party prior to its disclosure, as evidenced by business records, and is not subject to restriction; (c) is lawfully obtained without restriction from a third party who has the right to make such disclosure, or (e) is independently developed by the receiving party, without use of, or reference to, the disclosing party's Confidential Information.

1.3. **"Demonstration Stock"** means any Product that FortiPartner purchases as a demonstration unit, as expressly stated in an order submitted to Fortinet's order administration department, to give, lend, place with, or stage with a customer or potential customer solely to enable the customer or potential customer to review and evaluate the Product and not for use in production.

1.4. **"Documentation"** means any then-current user documentation, on any media, provided by Fortinet for use with the Products and/or Services, available at <http://docs.forticare.com/>.

1.5. **"Effective Date"** shall mean the date that Fortinet accepts FortiPartner's application.

1.6. **"End User"** shall mean any person or entity that purchases a Product or Products for its own personal or internal use.

1.7. **"FortiPartner"** shall mean the legal entity and its representative that accepts this Agreement and registers with Fortinet to purchase Products and Services from a Fortinet Authorized Distributor for resale to End Users.

1.8. **"Fortinet Authorized Distributor"** shall mean any distributor expressly authorized by Fortinet in a written agreement to distribute Products to FortiPartners.

1.9. **"FortiPartner Program" or "FPP"** shall mean Fortinet's Partner Program, which shall include all requirements, guidelines and benefits thereof, as further specified in FPP materials (as they may be changed from time to time by Fortinet in its sole discretion), available after the registration process at the Fortinet Partner Extranet, which are incorporated herein by reference.

1.10. **"Fortinet Partner Extranet"** shall mean the FortiPartner website currently located at <http://partners.fortinet.com>, or another location designated by Fortinet, which website may be updated by Fortinet from time to time in its discretion. The Fortinet Partner Extranet shall contain information, updates and guidelines pertaining to the FortiPartner Program.

1.11. **"Hardware"** means the Fortinet computer peripheral devices listed in Fortinet's then-current price list, excluding all Software incorporated in or bundled with such devices.

1.12. **"Managed Security Service Provider" or "MSSP"** means a legal entity that purchases Fortinet equipment to use such equipment for the provision of chargeable services to third parties including but not limited to vulnerability assessment, information technology and network security management services or renting and leasing of such equipment as part of a service package.

1.13. **"Product(s)"** shall mean any Hardware, or standalone Software product which FortiPartner is licensed to sell.

1.14. **"SOC 1 Report"** means report(s) issued as a result of an audit of Internal Controls over Financial Reporting performed under the Statement on Standards for Attestation Engagements (SSAE) 16 or similar international standard.

1.15. **"Service(s)"** means services provided in connection with the Hardware, which shall be provided solely pursuant to Fortinet's then-current policies.

1.16. **"Software"** shall mean the Fortinet machine-readable object code, whether incorporated in the Hardware or delivered separately, identified in the applicable then-current price list as "available to FortiPartner," including any error corrections and bug fixes provided by Fortinet.

1.17. **"Territory"** shall mean the geographic area where FortiPartner focuses its sales efforts and where FortiPartner expects to procure and resell at least 90% of its total business volume with Fortinet. The Territory, within which the license granted hereunder shall be operative and to which the licenses and rights granted hereunder shall be limited, will be communicated to FortiPartner upon completion of the FortiPartner registration process.

2. OWNERSHIP AND RETENTION OF RIGHTS

FortiPartner hereby agrees and acknowledges that Fortinet (and its suppliers, and its licensors (if any)), own and shall retain all right, title and interest in and to, and FortiPartner shall have no right, title or interest in and to the following other than the limited license rights expressly set forth in Section 3 of this Agreement: (i) the Products, Software and Services, (ii) the manufacture and/or production of Product (including all copies and derivative works

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of the Product, by whomever produced), and associated Documentation, including all intellectual property rights embodied therein, including, among others, all patent and trade secret and trademark rights and all copyrights; (iii) all of the service marks, trademarks, trade names or any other designations, and (iv) all copyrights, patent rights, trade secret rights, and other proprietary rights in the Products, Software and Services.

3. LICENSES

Subject to the terms of this Agreement and solely for the term of this Agreement, Fortinet hereby grants to FortiPartner a non-exclusive, non-transferable, revocable, limited license, actively in the Territory, to market, sell, and distribute properly purchased Product, Services and associated Documentation, and provide properly purchased support Services in accordance with Fortinet's policies and the FPP, only to End Users in the Territory (collectively "Licensed Activities").

Where FortiPartner has been assigned the status of an MSSP and complies with program requirements for such an assignment, FortiPartner is granted a license to use products for the provision of services as described in section 1.12 and in accordance with Fortinet's End User License Agreement, located at <http://www.fortinet.com/doc/legal/EULA.pdf>.

Additionally, Fortinet hereby grants FortiPartner, solely for the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Documentation and to make a reasonable number of copies of the Documentation solely for its own business purposes and any pre-sales activities to support FortiPartner's marketing of the Product and Services, provided that FortiPartner must reproduce and include the original Documentation copyright notice and any other notices upon any copies made by FortiPartner regardless of type of media.

Except as expressly stated in this Section 3, FortiPartner shall have no license rights under this Agreement.

4. RESTRICTIONS ON USE

FortiPartner hereby agrees not to: (i) create or copy or attempt to create or copy by reverse engineering, disassembly, decompilation or otherwise, the source code, internal structure, hardware design or organization of the Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (ii) remove any Product identification or notices of any proprietary or copyright restrictions from any Product or any Product support material; (iii) copy the software, modify, translate or, unless otherwise agreed, develop any derivative works thereof or include any portion of the Software in any other software program; and (iv) separate the Product into component parts for distribution or transfer to a third party.

5. FORTIPARTNER RESPONSIBILITIES

5.1. Qualifications. In addition to the responsibilities set forth elsewhere in this Agreement, FortiPartner agrees to comply with the policies and criteria (corresponding to its assigned partner level) established by Fortinet for the FortiPartner Program, as set forth at Fortinet webpage located at: <https://www.fortinet.com/content/dam/fortinet/assets/brochures/partner-program-brochure-global.pdf>. Fortinet may change such policies and criteria from time to time as it sees fit. It shall be the sole responsibility of FortiPartner to check this site for updates and to follow and abide by all requirements.

5.2. Sales Efforts. FortiPartner shall use its best efforts to: (i) market, advertise, and otherwise promote and sell the Products and related Services contracts in the Territory, (ii) unless prohibited by law, prevent the export of the Products and Services from the Territory for resale outside the Territory, (iii) perform its obligations under this Agreement, and (iv) further preserve the goodwill and reputation of Fortinet and the Products and Services. As part of these efforts, within thirty (30) days of the Effective Date, FortiPartner shall put a Fortinet logo on FortiPartner's web site according the relevant specifications in Fortinet's latest FortiPartner guidelines available at the Fortinet

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Partner Extranet and according to Fortinet's applicable policies and guidelines. For clarity, notwithstanding anything to the contrary, FortiPartner is solely responsible to sell any Products and Services that it purchases from Fortinet, and Fortinet has no responsibility to assist with that sale and in no way assumes any responsibility to assist with that sale or to ensure any sale is consummated. FortiPartner is free to set the prices it charges in its discretion, provided it is responsible to ensure full compliance with all laws.

5.3. Demonstration Stock; Conditions on Resale. Any discount provided to FortiPartner for Demonstration Stock shall be used solely for the purchase of Demonstration Stock. Such stock shall not be offered for resale unless otherwise agreed to in writing signed by an authorized representative of Fortinet.

5.4. Internet Auction Sales Restriction. FortiPartner hereby acknowledges and agrees that, due to the complexity of Fortinet's Products, online auction sales do not provide adequate presales support. Therefore, FortiPartner hereby agrees and warrants that it shall not sell or otherwise make available Products via any online auction websites on the world wide web (for example but not limited to e-Bay), service, or similar bidding medium throughout the duration of this Agreement. For the avoidance of doubt, where a corporate end user utilizes the Internet for an online based tender bidding-system this provision shall not apply. In addition, FortiPartner acknowledges and agrees that because inadequate presales support reflects poorly upon and tarnishes the Fortinet name a breach of this Section 5.4 is a material breach of this Agreement.

5.5. FortiPartner Support. FortiPartner, either directly or through its designated support providers, shall provide support to its customers for support Services purchased from Fortinet for the Fortinet Products distributed and sold hereunder in accordance with the support and maintenance guidelines listed for its FPP level at the Fortinet Partner Extranet. FortiPartner shall ensure that all questions regarding the use or operation of the Fortinet Products are addressed to and answered by FortiPartner, and FortiPartner shall not represent to any third party that Fortinet is available to directly answer any Customer questions. Fortinet may refer any support questions relating to the Licensed Software distributed hereunder to FortiPartner. FortiPartner is responsible to continue to provide support after termination of this Agreement for any reason, in accordance with support contracts purchased by FortiPartner and pursuant to Fortinet's support policies and is responsible to ensure effective and professional support even after termination of this Agreement. FortiPartner agrees that in no event will it provide any Services, whether support or otherwise, related to Products except pursuant to Services contracts that FortiPartner has properly purchased from Fortinet for each individual Product and that have been registered with Fortinet. In no event will FortiPartner provide support Services for a particular individual Product utilizing a support contract purchased in relation to a different individual Product. FortiPartner agrees that it will flow down the responsibility in the immediately preceding sentence to its Customers, including its resellers, and will require its resellers to flow down the responsibility to any of their resellers.

5.6. Condition on Service Agreement Sales. Each purchase of a Fortinet Services contract is valid only for the time period designated on Fortinet's invoice to the Fortinet Authorized Distributor and must be timely and properly registered at Fortinet's support website (<https://support.fortinet.com>) in relation to a specific Product, , and FortiPartner understand and agrees that the support and warranty terms are as stated at <http://www.fortinet.com/aboutus/legal.html> or such other website or as otherwise designated by Fortinet, and the support and warranty periods will automatically start and run according to Fortinet's policies.

5.6.1. Duty to Pass Down Notice and Terms. FortiPartner is responsible to ensure that it obtains and documents the date of the initial shipment from Fortinet from the Authorized Distributor at the time of purchasing Product and/ or a Service contract. In addition, prior to re-selling a Product and/or a Services contract, the FortiPartner must clearly explain to any End User and clearly document that it has explained, the following: (i) the date of the initial shipment from Fortinet, and (ii) that the term for all Services and warranties will be governed by Fortinet's policies, as currently stated at <http://www.fortinet.com/aboutus/legal.html> or such other website or as otherwise designated by Fortinet. FortiPartner is responsible to contractually bind End Users to the terms stated in this Section, and FortiPartner agrees to indemnify Fortinet for any failure to comply with this provision.

5.6.2. Failure to Comply with this Section. If a FortiPartner sells a Services contract or Product with a warranty, for which the service or warranty period starts prior to registration, or if it fails to comply with the aforementioned pass-down requirements, it shall be subject to remedial action, including but not limited to, the cost of a new Services contract, the cost of a Services or warranty extension, and/or termination of its partner status. Both parties to this Agreement agree that failure to comply with the section shall be considered a material breach of this Agreement.

5.7. Condition on Renewal Service Contract Sales. Subject to the “Condition on Service Agreement Sales” as provided in Section 5.6 above, in order to maintain a continual 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 End User’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 End User’s previous Services Contract. In such case the start date shall be the date of registration.

For example and for illustration purposes only, in the event a one year Renewal Service Contract is registered ninety (90) days after the expiration date of the Services contract being renewed, the term of such Renewal Service Contract will terminate 275 days (365 – 90) from the date of registration of such Renewal Service Contract. As another example, in the event a one year Renewal Service Contract is registered two-hundred (200) days after the expiration date of the Services contract being renewed, the term of such Renewal Service Contract will terminate 180 days from the date of registration of such Renewal Service Contract.

5.8. Packaging, End User License Agreement, Warranties. FortiPartner may distribute the Products and Services only with all warranties, disclaimers, license agreements, including Fortinet’s then-current End User License Agreement, or EULA, and Documentation as shipped from Fortinet, and FortiPartner is responsible to ensure all End Users are provided such End User License Agreement and Documentation and are subject to such terms and agreements. FortiPartner shall take all steps reasonably requested by Fortinet to inform End Users of all applicable restrictions and limitations regarding the use of Products and Services. Any guaranties, warranties, promises or commitments given or made by the FortiPartner which go beyond the Fortinet standard license terms provided by Fortinet with the Product are not binding for Fortinet and are at the sole responsibility of FortiPartner, and FortiPartner hereby agrees to indemnify and hold harmless in full Fortinet related to any such guaranties, warranties, promise or commitments.

5.9. Maintenance of Qualified Individuals. FortiPartner hereby represents and warrants it possesses the experience, skills and resources required to perform its obligations under this Agreement. Consistent with this Agreement and the FPP Guidelines, FortiPartner shall, at its expense, retain adequate numbers of qualified individuals to: (i) provide pre and post sales support services to Customers in line with the requirements of Fortinet’s support policies, as amended from time to time in Fortinet’s sole and absolute discretion and (ii) perform any upgrades and/or updates to Fortinet’s Products and Services as may become necessary once such Products have come within FortiPartner’s possession, custody or control.

5.10. Records and Reports; Audit Rights. FortiPartner shall maintain accurate and complete records of its marketing, sales, support, and maintenance Services activities under this Agreement and/or related to sales of Fortinet Products and Services. FortiPartner shall maintain accurate and complete records relating to import and export compliance for the number of years required by each Territory, and in no event less than 5 years. During the term of this Agreement, FortiPartner shall provide information as reasonably requested by Fortinet to ensure compliance by FortiPartner with the terms of this Agreement and the FPP guidelines, and Fortinet or its representatives may, upon reasonable notice to FortiPartner and during normal working hours, inspect the business records of FortiPartner as reasonable to verify FortiPartner’s compliance. FortiPartner shall promptly provide Fortinet full access to any records requested by Fortinet.

5.11. Indemnification by FortiPartner. FortiPartner shall indemnify and hold Fortinet harmless from and against any and all claims, liabilities, losses, damages or judgments, including all reasonable legal fees and expenses related thereto that arise from or are related to: (i) FortiPartner's modification, use or distribution of the Product and Services not in strict accordance with this Agreement and the FPP guidelines; (ii) any misrepresentation or any breach of any warranty, covenant or agreement of FortiPartner; (iii) any infringement or misappropriation of any of Fortinet's intellectual property rights, including, among others, patents, copyrights, and trade secrets; (iv) any claims that an end-customer has a refund right or a right to return any Product or Services to Fortinet; or (v) any action against Fortinet for injuries or damage to persons or property caused or claimed to have been caused by the negligent or intentional acts or omissions of FortiPartner personnel while in the course of performing work under this Agreement. FortiPartner's obligations under this Section are contingent upon Fortinet: (a) giving prompt written notice to FortiPartner of any such claim; (b) allowing FortiPartner to control the defense and any related settlement of any such claim; and (c) furnishing FortiPartner with reasonable assistance in the defense of any such claim, so long as FortiPartner pays Fortinet's out-of-pocket expenses.

5.12. Code of Conduct; Ethical Business Practices. FortiPartner acknowledges access to the Code of Conduct and will comply with it at all times during the term of this Agreement, and will treat it as applying to, and contractually binding upon, FortiPartner. FortiPartner will ensure proper training, knowledge and experience within its employee and contractor base and will attend any compliance training as directed by Fortinet, to ensure compliance in full by all of its employees and contractors with the entirety of all of the provisions of this Section 5.12 and Section 11 below.

5.13. SOC1 reports. If FortiPartner undergoes audit of Internal Controls over Financial reporting then it will provide a copy of its SOC 1 report to Fortinet as soon as such report becomes available. For avoidance of doubt, this Agreement does not require FortiPartner to undergo such audit.

5.14. FortiPartner Partner Extranet. FortiPartner's use of the FortiPartner Partner Extranet is conditioned on your compliance with the terms of this Agreement and any additional terms located with the FortiPartner Partner Extranet. FortiPartner shall be responsible for all information and transactions associated with its account and the accounts of its employees, contractors, and representatives. FortiPartner agrees all that information provided in its account is accurate, true, and complete. FortiPartner will not grant any third party access to the FortiPartner Partner Extranet without prior written approval by an authorized representative of Fortinet. FortiPartner acknowledges and agrees that Fortinet may use any data received from FortiPartner in accordance with its Privacy Policy located at <http://www.fortinet.com/aboutus/privacy.html>. FortiPartner agrees that the information contained in the FortiPartner Partner Extranet may be confidential information and FortiPartner shall treat any and all such confidential information in accordance with the confidentiality provisions contained in this Agreement. Fortinet reserves and retains ownership of all proprietary and intellectual property rights in the FortiPartner Partner Extranet.

6. FORTINET RESPONSIBILITIES

6.1. Fortinet Support. Fortinet shall provide support Services according to the obligations in a properly purchased, registered and fully paid support contract, as pursuant to its policies and procedures and as reasonably necessary for FortiPartner to support its Customers in accordance with the then current guidelines posted at the Fortinet Partner Extranet. Fortinet shall provide support, maintenance and updates only if the FortiPartner or the End User has purchased a valid, fully paid up and correctly registered support contract, and, notwithstanding anything to the contrary, Fortinet shall have no support, maintenance or update responsibility unless Fortinet has been fully paid and unless pursuant to the terms of a Fortinet support contract, appropriately registered and entered into with Fortinet. Furthermore, Fortinet shall have no support obligations related to Product purchased or shipped in breach of any of the terms in this Agreement, and Fortinet may in its sole and absolute discretion terminate any support at any time that is related to any Product purchased or shipped in breach of any terms in this Agreement.

6.2. Collateral. Fortinet or Fortinet Authorized Distributors will make available to FortiPartner various marketing materials and training in the installation, use, operation and support of the Products and Services in accordance with Fortinet's then-current guidelines and policies.

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6.3. Indemnification by Fortinet. Fortinet agrees to indemnify FortiPartner for any finally-adjudicated damages for liability based on third party claims against FortiPartner for infringement by Fortinet Products of any United States patents of third parties, which result from FortiPartner's sale of Fortinet's Products. Fortinet's obligations hereunder shall be limited to reasonable out of court settlements agreed to in writing by Fortinet or any money judgment finally awarded at the conclusion of such suits. FortiPartner agrees that Fortinet shall have exclusive control over the defense and/or settlement of such suits. Fortinet's obligations under this Section are contingent in full upon: (i) FortiPartner giving prompt written notice to Fortinet of any such claim; (ii) FortiPartner allowing Fortinet to control the defense and any related settlement of any such claim; (iii) such Products actually infringing the patents alleged to be infringed by the third party; and (iv) FortiPartner furnishing Fortinet with reasonable assistance in the defense of any such claim, so long as Fortinet pays FortiPartner's reasonable out-of-pocket expenses associated with such assistance that are approved by Fortinet in writing in advance.

6.4. Limitations on Indemnification. Fortinet shall have no obligation under this Agreement for any claim of indemnification, infringement, hold harmless or misappropriation to the extent that it results from: (i) combination or use of the Products with equipment, products, or processes not furnished by Fortinet; (ii) modifications to the Products made other than by Fortinet; (iii) failure of FortiPartner to use updated or modified Products provided by Fortinet to avoid a claim of infringement or misappropriation; (iv) compliance by Fortinet with designs, plans or specifications furnished by or on behalf of FortiPartner; (v) any components not manufactured by Fortinet; or (vi) any opening of or other tampering with a Product by non-Fortinet personnel. For clarity, in no event shall Fortinet have any obligation or liability related to any settlement entered into without Fortinet's prior written consent. An indemnification for a claim based on an alleged copyright infringement shall not be granted if such claim is brought in a country that has not ratified the Berne Convention for the Protection of Literary and Artistic works. Notwithstanding anything to the contrary, Fortinet's indemnification and other obligations herein are limited in full by Section 10 below.

7. TERM AND TERMINATION

7.1. Term. This Agreement shall become effective as of the Effective Date and shall remain in effect until terminated in accordance with this Agreement.

7.2. Termination at Will. This Agreement may be terminated by either party at will, for any reason or for no reason, upon no less than thirty (30) calendar days' prior written notice to the other party hereto. The parties acknowledge and agree that, due to the complex nature of their commercial relationship and each party's need to manage its supplier/partner relationships, this Section 7.2 is a material inducement for each party to enter into this Agreement, and this provision shall be enforceable by the other party in all circumstances.

7.3. Termination for Cause. Either party may terminate this Agreement for material breach with immediate effect if such a breach has not been cured within fifteen (15) calendar days after written notice by the non-defaulting party to the defaulting party or immediately upon notice of termination in the event of a material breach that by its nature cannot be remedied within fifteen (15) calendar days.

7.4. Termination for Insolvency. Either party may terminate this Agreement, without notice, upon learning the following information in good faith: (i) the institution by or against the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts, (ii) the other party's making an assignment for the benefit of creditors, or (iii) the other party's dissolution or ceasing to do business.

7.5. Effects of Termination. Upon termination or expiration of this Agreement for any reason whatsoever, all licenses to FortiPartner shall immediately terminate and FortiPartner shall immediately (i) cease all use of Product and Documentation; (ii) discontinue any use of the name, logo, Trademarks, servicemarks or slogans of Fortinet and the trade names of any Product; (iii) discontinue all representation or statements from which it might be inferred that any relationship exists between FortiPartner and Fortinet; (iv) cease to promote, solicit orders for or procure orders for Product (but FortiPartner shall not act in any way to damage the reputation or goodwill of Fortinet or any

Product); and (v) promptly return or destroy all Confidential Information of Fortinet and related materials. Notwithstanding anything to the contrary, all sales are final and, in no event will termination of this Agreement result in rights of FortiPartner to return Product to Fortinet or to the Fortinet Authorized Distributor or to any refund.

7.6. Survival of Terms. The terms contained within the following sections shall survive any expiration or termination of this Agreement: Section 2, relating to Ownership and Retention of Rights; Section 4, relating to Restrictions on Use; Section 5.5, FortiPartner Support; Section 5.11, Indemnification by FortiPartner; Section 6.3 & 6.4, relating to Indemnification by Fortinet; Section 7, relating to Term and Termination; Section 8, relating to Confidential Information; Section 9, relating to Trademarks, Servicemarks and Domain Names; Section 10, relating to Warranty and Liability Disclaimers; and Section 12, relating to General Provisions.

8. CONFIDENTIAL INFORMATION

8.1. Protection of Confidential Information. Each party shall protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information. Neither party shall disclose to third parties the other's Confidential Information without the prior written consent of the other party. Neither party shall use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Each employee or agent of FortiPartner, performing duties hereunder, shall be made aware of this Agreement and shall execute a document that binds said employee or agent of FortiPartner to the same level of confidentiality contained herein.

8.2. Disposition Upon Termination. Upon the termination of this Agreement for any reason whatsoever, or in the event that Fortinet reasonably determines that FortiPartner no longer requires access to the Confidential Information in order to perform its obligations, FortiPartner shall return to Fortinet, or shall destroy, as Fortinet shall specify, all copies of all the Confidential Information in FortiPartner's possession. Within five (5) calendar days thereafter, FortiPartner shall provide Fortinet with a certificate, executed by an officer of FortiPartner, confirming that all copies of all such Confidential Information have been returned to Fortinet or destroyed, as the case may be.

8.3. Permitted Disclosure. Notwithstanding any provision in this Agreement to the contrary, each party may disclose portions of the other's Confidential Information (i) to its lawyers and accountants who have a need to know such information and who are under the same protection and use obligations as in Section 8.1 above and (ii) pursuant to an order of a governmental agency or court of competent jurisdiction compelling disclosure, provided that the owner of the Confidential Information shall be given reasonable advance notice of such intended disclosure.

8.4. No Publicity. FortiPartner will not release information about the existence of this Agreement, its value, or its terms and conditions, through any media including but not limited to, the issuance of any news release, announcement, denial, or confirmation. FortiPartner shall not refer to Fortinet in connection with any product or service, offering, advertising, promotion, web site, press release or publication of FortiPartner or a third party on behalf of either, except with the prior express written authorization of Fortinet. FortiPartner must obtain prior written authorization from the Fortinet corporate communications department for any exceptions to this Section. Nothing in this Agreement implies that Fortinet will agree to any publicity.

9. TRADEMARKS; SERVICEMARKS AND DOMAIN NAMES

9.1. Trademark Ownership and Authorized Use. FortiPartner acknowledges and agrees that Fortinet owns all Fortinet trademarks, servicemarks and logos ("Marks"), including, but not limited to, those listed at <http://fortinet.com/contact/marks.html> and that any and all goodwill derived from the use of the Marks by FortiPartner hereunder inures solely to the benefit of Fortinet. During the Term, Fortinet grants FortiPartner a nonexclusive, nontransferable limited right to use and display Marks claimed or provided by Fortinet solely in connection with and to the extent reasonably necessary for the resale, marketing, and distribution of Fortinet Products. FortiPartner's use of the Marks shall be subject to the terms and conditions contained in Fortinet's trademark guidelines to which FortiPartner hereby agrees to be bound. Fortinet's trademark guidelines are available

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at the Fortinet Partner Extranet and may be modified from time to time by Fortinet, in its sole discretion. FortiPartner may not remove or alter copyright notices, Marks or packaging found on Product or in Documentation. Use of the Marks does not create in FortiPartner's favor any right, title or interest in the Marks or in continuing rights to market or distribute the Product.

9.2. Domain Names. FortiPartner agrees and acknowledges that it may not use or register or attempt to register the name "Fortinet" or any of Fortinet's other Marks, or any derivative thereof, for any Internet domain name, without Fortinet's express prior written consent, which Fortinet may withhold in its sole and absolute discretion. FortiPartner further agrees not to: (i) register a domain name or URL that contains any of the Fortinet Marks (for example, FortiGate.com, Fortinet.fr or FortiGates.com); or (ii) register a domain name or URL that contains a misspelled version of any of any Fortinet Marks, or a domain name that is confusingly similar to any of Fortinet's Marks (e.g., Fortinett.com). To the extent FortiPartner has registered, or in the future registers, a domain name or URL which contains any Fortinet Marks, or any term that is confusingly similar to any Fortinet Marks, FortiPartner agrees to assign and hereby assigns and transfers all rights in, and title to, such domain name to Fortinet without further consideration, and, upon request by Fortinet, FortiPartner shall cease its use of such domain name. In such event, FortiPartner shall cooperate, at its cost, to effect such assignment and transfer to Fortinet

10. WARRANTY AND LIABILITY DISCLAIMERS

10.1. Disclaimer. EXCEPT FOR ANY APPLICABLE EXPRESS WRITTEN WARRANTY SET FORTH IN FORTINET'S THEN-CURRENT END USER LICENSE AGREEMENT AS PROVIDED BY FORTINET WITH FORTINET'S PRODUCT, WHICH MAY BE FORFEITED IF NOT REGISTERED IN A TIMELY FASHION AND WHICH MAY NOT BE APPLICABLE, FORTINET PROVIDES ITS PRODUCTS AND SERVICES "AS IS" AND MAKES NO WARRANTIES WITH RESPECT TO ANY PRODUCT, LICENSE OR SERVICE AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, EFFECTIVENESS, USEFULNESS, RELIABILITY OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE AND ANY WARRANTIES OF NON-INFRINGEMENT. AS BETWEEN FORTINET AND FORTIPARTNER, ALL SALES ARE FINAL AND IN NO EVENT WILL FORTIPARTNER BE ENTITLED TO ANY RETURN RIGHT, REFUND, OR CANCELLATION RIGHT VERSUS FORTINET.

10.2. Limitation of Liability. EXCEPT FOR FORTIPARTNER'S INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT AND INFRINGEMENT OR MISAPPROPRIATION BY FORTIPARTNER OF FORTINET INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TO THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, INDEMNIFICATION, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED; OR (II) DAMAGES FOR 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 AGREEMENT OR RELATED TO THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, INDEMNIFICATION, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT ACTUALLY RECEIVED BY FORTINET AS A RESULT OF ORDERS PLACED BY FORTIPARTNER DURING THE THREE (3) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO SUCH FORTINET LIABILITY.

11. COMPLIANCE WITH APPLICABLE LAWS

11.1. Compliance with Laws. FortiPartner will comply with, and shall be solely responsible for complying with, all applicable laws and regulations, including but not limited to environmental laws and regulations, applicable in the Territory, or any nation, or political subdivision thereof, in which it engages in business while performing its responsibilities hereunder as well as those applicable to the distribution and sale of the Product, or performance of services by FortiPartner. FortiPartner shall bear all expenses and costs related to compliance with any laws and/or regulations.

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11.2. Export and Import Controls. FortiPartner acknowledges and agrees that Fortinet is a US-headquartered company, and that the Product, Software, Documentation, Confidential Information, technical data, and performance of the Services are subject to export and import control laws and regulations of various countries. Such laws and regulations include, without limitation U.S. Export Administration Regulations, and in the performance of its obligations, FortiPartner shall at all times strictly comply with, and shall cause its agents, end-users, customers, representatives and suppliers to comply with, all laws, regulations and orders, and agrees to commit no act which, directly or indirectly, would violate any law, regulation or order, including, without limitation, tax, export and foreign exchange laws, import controls, export controls, anti-boycott, banking or ITAR regulations. FortiPartner expressly agrees that FortiPartner shall not, and shall cause its representatives, agents, end-users, and customers (if any) not to (a) export, re-export, divert or transfer Fortinet's Product or any direct product thereof to any destination, company or person restricted or prohibited by the United States export controls, or (b) disclose any data derived from Fortinet's Product or any direct product thereof to any national of any country when such disclosure is restricted or prohibited by the United States or host country's export controls, and shall obtain required U.S and foreign export and import licenses, as applicable. As part of its compliance efforts, FortiPartner agrees to include provisions at least as restrictive as the provisions in this Section in any of its contracts with partners, agents, suppliers, end-users, customers, or representatives. Additionally, FortiPartner agrees that none of the Products, Software, Services, Documentation, Fortinet technology, materials, tools or technical data is being, or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to any US or foreign proscribed or embargoed or terrorist countries or their nationals, nor be used for nuclear activities, chemical/biological weapons, or missile projects unless FortiPartner has received authorization by the US Government and/or the appropriate foreign government. FortiPartner further agrees not to process or incorporate Fortinet's products and technology into secondary products which contribute to the design, development, production, stockpiling or use of nuclear, chemical/biological weapons or missiles. Proscribed countries are set forth in the U.S. Export Administration Regulations and any appropriate foreign regulations. FortiPartner hereby certifies that it and its Customers and End- Users are not on the U.S. Department of Commerce's Denied Persons List, Entity List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List and are not otherwise prohibited from receiving the Products or Service. FortiPartner agrees to comply strictly with all U.S. and host country import/export laws and assumes sole responsibility for obtaining licenses to import, export or re-export as may be required. Certain product with encryption functions may be subject to additional restrictions, including restrictions on distribution to government end-users outside the License Exception ENC Favorable Treatment Countries (Supplement No. 3 to Part 740 of the U.S. Export Administration Regulations). This provision shall survive the expiration or termination of this Agreement. Upon request by Fortinet, FortiPartner shall provide certificates signed by an authorized representative of FortiPartner, certifying compliance with applicable laws in general and with specific laws, as requested by Fortinet. The FortiPartner agrees that FortiPartner is responsible to pass down the requirements of this Section to any of its reseller partners, Integrators, MSSP's, and end users, or other entities to which FortiPartner sells any Fortinet Products or Services and that Fortinet is not responsible for FortiPartner's export or import into the applicable Territory. Furthermore, FortiPartner hereby agrees that, for any orders that FortiPartner places with Fortinet whereby any unique legal or regulatory requirements may apply to Fortinet (such as any requirements related to the International Traffic in Arms Regulations "ITAR", or Buy American Act "BAA", or any requirements related to the Trade Agreements Act "TAA"), FortiPartner is responsible to clearly describe in detail any of those requirements in writing on the Purchase Order submitted to Fortinet.

11.3. Anti-Corruption Practices. FortiPartner hereby agrees that it and its employees, consultants, agents and representatives will fully comply with, and fully abide by, the U.S. Foreign Corrupt Practices Act and United States and applicable local country or other anti-corruption and anti-bribery laws and regulations. FortiPartner hereby represents and warrants to Fortinet and agrees that it will not, either directly or indirectly, offer any payment or other gift or promise, or authorize the giving of anything of value, for the purpose of influencing an act or decision of an official of any Government or of an employee of any company in order to assist Fortinet or FortiPartner in obtaining, retaining, or directing any business or any sale. FortiPartner represents and warrants to Fortinet that neither it nor any of its affiliates, employees, officers or other agents is an official, employee, affiliate, agent or active member of the armed services or active member or affiliate of a governmental entity or public sector entity, an official of the Territory government or any other governmental entity, an official of a political party, or a candidate for political office. FortiPartner covenants that it will promptly notify Fortinet in the event any of its employees, officers or other agents assumes the position of government official during the term of this Agreement.

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FortiPartner represents and warrants to Fortinet that neither it, nor any of its employees or representatives, has been charged with, convicted of, or pleaded guilty to an offense involving fraud, corruption, moral turpitude, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise is ineligible for government procurement programs. In carrying out its obligations under this Section, FortiPartner warrants that it will, among other things, exercise diligence in selecting any employees or agents, provide appropriate training to them, and monitor their activities to ensure compliance. FortiPartner hereby agrees to give prompt written notice to Fortinet in the event that FortiPartner has failed to comply with or has breached any of FortiPartner's representations, warranties, covenants or agreements herein, or in the event of any allegations of improper payments in connection with, or related to, this Agreement or the business contemplated hereunder. FortiPartner shall retain books and records to evidence its compliance with this Section 11.3, including, among others, a full record of all expenses incurred in connection with any business in connection with Fortinet and written, detailed invoices to support all payments to third parties in connection therewith, and, upon reasonable notice by Fortinet, will permit Fortinet review or audit all of the books and records of FortiPartner related to the activities of FortiPartner under this Agreement. FortiPartner will fully assist Fortinet in investigating any allegations of improper payments or other violations of the provisions of this Section, and will fully assist Fortinet in investigating such allegations and remedying any such violations. FortiPartner agrees and is responsible to pass down the requirements of this Section to any resellers or other partners or entities through which FortiPartner sells Fortinet Products or Services.

11.4. Conflicts of Interest; Gifts. FortiPartner certifies that, to the best of FortiPartner's knowledge and belief, after conducting a reasonable and appropriate review, no economic, ownership, beneficial interest, employment or managerial relationship exists, directly or indirectly, between FortiPartner and any employee or officer of Fortinet or member of the Board of Directors of Fortinet, or between FortiPartner and any relative of any such Fortinet employee, officer or Board member. For reference to help FortiPartner make the above certification, Fortinet's Board members and officers are listed on Fortinet's website at www.fortinet.com. FortiPartner hereby certifies and agrees that, except for customary offerings that are appropriate under applicable laws and that are, in the aggregate, nominal in value and not in exchange for business, FortiPartner and its employees, agents and representatives have not and will not, directly or indirectly, offer, provide, or participate in providing, to Fortinet or any Fortinet employee, agent or representative any money (except for the proper payment by FortiPartner to Fortinet through its finance department for FortiPartner's purchase of Fortinet's products and services as contemplated by this Agreement), gift item, personal service, entertainment, reimbursement of expenses or payment of expenses, such as travel costs, unusual hospitality or other items of value. FortiPartner certifies that it and its employees, agents and representatives have not, directly or indirectly, offered, provided or participated in providing, and will not, directly or indirectly, offer, provide or participate in providing, any Fortinet employee, agent, or representative, any money, improper payments, "kick-backs," improper profit sharing, or other improper items of value, and FortiPartner further certifies that it has not received, and will not accept, any of the foregoing from any Fortinet employee, agent or representative, in exchange for entering into this Agreement or in connection with business under this Agreement. Further FortiPartner shall notify Fortinet immediately in writing if it becomes aware that any of its officers, employees, representatives, or other agents has engaged in any conduct in violation of the above clauses or in violation of applicable laws. Any violation of the provisions of this Section constitutes a material breach of this Agreement.

12. GENERAL PROVISIONS

12.1. Governing Law; Venue; Settlement of Controversies. Any action arising from or related to this Agreement will be governed by California law, excluding any choice of law rules (including the United Nations Convention on the Sale of Goods) that would require the application of laws other than those of California. Any controversy or claim arising out of or relating to this Agreement shall be determined by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The arbitration shall take place in Santa Clara County, California, the proceedings will be conducted in English and the arbitral award shall be final and binding on the parties. The parties hereby agree that any such arbitral award shall be automatically binding on the parties and automatically enforceable, and deemed enforced, in court in California and in any other jurisdiction, including jurisdictions outside of the United States. For any required enforcement of any such arbitral award, the parties

hereby agree to exclusive jurisdiction in the courts in Santa Clara County, California. In the event a court of competent jurisdiction finds the agreement to arbitrate as provided for in this Sub-section 12.1 to be unenforceable, the parties hereby agree to the exclusive jurisdiction in the courts in Santa Clara County, California and agree to waive any right to a trial by jury they may have.

12.2. English Language and Interpretation. This Agreement is in the English language only, and English shall be the controlling language in all respects. Any versions of this Agreement in any other language will be for accommodation purposes only and will not be binding upon either party. All communications and documentation for the Products and Services to be furnished under this Agreement shall be in the English language. 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

12.3. Taxes. FortiPartner shall bear and be responsible for the payment of all taxes, fees, or duties, (excluding taxes based on Fortinet's income) in the Territory, however designated, associated with the purchase or license of any Product and Services or Documentation based upon this agreement.

12.4. Orders, Payment and Delivery. All orders for the Products and Services, delivery of the Products and Services, payment for the Products and Services, and terms governing each shall be negotiated between FortiPartner and FortiPartner's Fortinet Authorized Distributor, and shall be governed by the definitive agreement(s) entered into by and between them.

12.5. Independent Contractors. The relationship between Fortinet and FortiPartner established by this Agreement is that of independent contractors. Nothing contained in this Agreement or in a party's performance thereof shall be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

12.6. Assignment. FortiPartner may not assign, delegate, sub-contract or otherwise transfer this Agreement or any of its rights and obligations, whether voluntarily, by operation of law or otherwise, without Fortinet's prior written approval. Notwithstanding anything to the contrary, Fortinet may, without consent, assign, delegate, sub-contract or otherwise transfer this Agreement or any of its obligations hereunder to any successor, assignee or surviving entity in the event of a merger, acquisition or purchase of at least fifty percent (50%) of Fortinet's assets, or to any subsidiary or affiliate of Fortinet.

12.7. No Waiver; Severability. Failure by either party 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 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.

12.8. Notices. All notices or other communications required or permitted hereunder shall be in the English language, in writing, and shall be deemed to have been given if sent via electronic mail: (i) by FortiPartner, in hard copy writing mailed by registered air mail postage prepaid, to the attention of Fortinet's General Counsel, with a second copy sent separately by FortiPartner to Fortinet's Chief Financial Officer, at 899 Kifer Road, Sunnyvale, California 94086 USA, or to such other address as provided in writing by an authorized representative of Fortinet, (ii) by Fortinet to the e-mail address submitted by FortiPartner during the FPP registration process, or (iii) by Fortinet if placed on its Partner Extranet webpages. Notices by Fortinet shall be deemed received one (1) business day after being sent by electronic mail. Notwithstanding anything to the contrary, the hypertext links referred to in this Agreement may be changed by Fortinet at any time in its sole and absolute discretion, without notice.

12.9. Force Majeure. Except for the obligation to make payments, neither party will be responsible for any failure to perform due to causes beyond its reasonable control (i.e., strike, fire, floods, government acts, orders or restrictions,

failure of suppliers) nor due to negligence of the non-performing party. In the event of non-performance due to Force Majeure, the defaulting party shall have ninety (90) calendar days to cure the default, after which the non-defaulting party may elect to terminate this agreement and or cancel or suspend any Purchase Orders under the Agreement by written notice to the defaulting party.

12.10. Government Use. Software and Documentation delivered to an agency or instrumentality of the United States Government shall identify the Software and Documentation as “commercial computer software” and “commercial computer software documentation” and, as specified in FAR 12.212 or DFARS 227.7202, and their successors, as applicable, and shall restrict the Government’s rights to use, reproduce or disclose such Software and accompanying Documentation in accordance with, and no more broad than, any licensing granted herein.

12.11. No Other Rights Conferred. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon either party hereunder any license or other right except the licenses, rights and uses expressly granted hereunder to a party hereto.

12.12. Click-through Version Governs. The click-through version of this agreement (which appears during the FPP registration process), or a version approved by Fortinet Legal and signed by an authorized representative of Fortinet, must be accepted by FortiPartner in order to complete the registration process and shall supersede all prior agreements, commitments or representations between the parties with respect to the subject matter herein, whether oral or written, as well as any downloaded version of the agreement, whether or not such downloaded version is signed by either party.

12.13. Counterparts; Section Headings. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. The section headings contained herein are for convenience of reference only and shall not be considered as substantive parts of this Agreement.

12.14. Updates on Fortinet Web Site. Notwithstanding anything to the contrary, this Agreement, along with other FortiPartner Program materials on the Fortinet Website or Fortinet’s Partner Extranet, may be updated by Fortinet from time to time in its discretion, and FortiPartner shall be bound by such updates. Fortinet reserves the right to modify this Agreement in its sole discretion by providing no less than thirty (30) calendar days notice of such changes. Notice shall be sent through Fortinet’s formal channel alerts and posted on Fortinet’s Partner Extranet. FortiPartner shall be solely responsible to monitor the Partner Extranet for updates and changes. Orders for the purchase of Fortinet Products placed by FortiPartner subsequent to notification period shall constitute acceptance of the updated or modified Agreement. Any purported changes to this Agreement that are not entered into by, or not issued by, an actual authorized representative of Fortinet and that are not posted on the Partner Extranet, shall be null and void and shall not be binding on Fortinet. For clarity, notwithstanding anything to the contrary, in no event shall any sales executive, sales representative or other sales or systems or sales engineer employee of Fortinet be authorized to bind Fortinet, and any purported agreement by any such representative or employee, or any Fortinet representative not in fact authorized to bind Fortinet, shall be null and void and shall not be binding on Fortinet.

12.15. Representation of Authority and Voluntary Nature of Agreement. By submitting this Registration Agreement and thereby agreeing to its terms, the submitting individual represents that he or she is authorized to bind FortiPartner in full to the terms in this Agreement. FortiPartner acknowledges and agrees that it has carefully read this Agreement and fully understands and agrees to its contents, including but not limited to the termination provisions in Section 7, the warranty disclaimer and limitations on Fortinet’s liability in Sections 10.1 and 10.2, and the consent to arbitrate and waiver of its right to a jury trial in Section 12.1. FortiPartner hereby acknowledges and agrees that it has had the opportunity to negotiate the terms of this Agreement and request modifications. Further, each party represents that it has entered into this Agreement without undue influence or unequal bargaining power, that each party is sophisticated and accepts responsibility for entering this Agreement, and that each party is sophisticated in commercial matters and has had the opportunity to seek the advice of counsel prior to executing this Agreement.

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