SD-WAN | Fortinet

1. Definitions

In this section:

(a) **Agreement** means the Product License Agreement / End User Licence Agreement and Warranty Terms between Fortinet and Cenitex, as amended by Cenitex and Fortinet from time to time;

(b) **CPU** means central processing unit;

(c) **Fortinet** means Fortinet, Inc. a US company with its principal office at 899 Kifer Road, Sunnyvale, 94086 California, United States;

(d) **Product** means Fortinet products and any updates, including hardware appliance products, software and firmware and stand-alone software products sold by Fortinet; and

(e) **Software** includes all Fortinet and third party firmware and software provided to Cenitex or the Customer with, or incorporated into, Fortinet appliances and any stand-alone software provided to Cenitex or the Customer by Fortinet, with the exception of any open source software contained in Fortinet's Products, including any accompanying documentation, any updates and enhancements of the software or firmware provided to Cenitex or the Customer by Fortinet.

2. Use of the firmware and software

(a) Fortinet grants to the Customer a non-transferable, non-exclusive, revocable licence to use the Software solely for its internal business purposes:

(1) solely on the Fortinet appliance, or

(2) in the case of blades, CPUs, platform, devices or databases, on the single blade, CPU, platform, device or database on which Fortinet installed the Software, or

(3) for stand-alone Software, solely on a single computer running a validly licensed copy of the operating system for which the Software was designed unless and except set forth in the published documentation otherwise.

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device, database number defined in the license and as applicable and in accordance with the documentation.

(c)   The Software is 'in use' on any appliances, blades, CPUs, platforms, devices, or databases when it is loaded into temporary memory (i.e. RAM), accessed, downloaded, installed, or used on an appliance, blade, CPU, platform, device, or database. The Customer agrees that, except for the limited, specific license rights granted in this section, it receives no license rights to the Software.

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The Customer acknowledges and agrees that it is prohibited from and may not attempt to:

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(f)   interfere with a platform for use of the Software;

(g)   use the Software on a device not owned and controlled by Cenitex or the Customer;

(h)   use automated means to access online portions of the platform for the Software;

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

(j)   share non-public features or content of the Software with any third party;

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(l)   engage in web scraping or data scraping on or related to the Software, including without limitation, collection of information through any Software that simulates human activity or any bot or web crawler.

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4. **Termination**

The Customer agrees and acknowledges that on termination of the Agreement it will cease using the Software and any Product and either destroy all copies of the Fortinet documentation or return all materials to Fortinet.

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