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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 10-Q**

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended **June 30, 2024**

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: **001-34511**

**FORTINET, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**77-0560389**

(I.R.S. Employer  
Identification No.)

**909 Kifer Road**

**Sunnyvale, California 94086**

(Address of principal executive offices, including zip code)

**(408) 235-7700**

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
<b>Common Stock, \$0.001 Par Value</b>	<b>FTNT</b>	<b>The Nasdaq Stock Market LLC</b>

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 ("Exchange Act") during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

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Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
		Smaller reporting company	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of August 2, 2024, there were 764,907,985 shares of the registrant's common stock outstanding.

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FORTINET, INC.  
QUARTERLY REPORT ON FORM 10-Q  
For the Quarter Ended June 30, 2024  
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## Summary of Risk Factors

Our business is subject to numerous risks and uncertainties, including those described in Part II, Item 1A, "Risk Factors" in this Quarterly Report on Form 10-Q. You should carefully consider these risks and uncertainties when investing in our common stock. Some of the principal risks and uncertainties include:

- Our operating results are likely to vary significantly and be unpredictable.
- Adverse economic conditions, such as a possible economic downturn or recession, and possible impacts of inflation or stagflation, increasing or decreasing interest rates, changes in government spending or reduced information technology spending, including firewall spending, may adversely impact our business.
- We have been, and may in the future be, susceptible to supply chain constraints, supply shortages and disruptions, long or less predictable lead times for components and finished goods and supply changes because some of the key components in our products come from limited sources of supply.
- As a result of supply chain disruptions in previous periods, we increased our purchase order commitments in previous periods and, as a result, may be required to accept or pay for components and finished goods regardless of our level of sales in a particular period, which may negatively impact our operating results and financial condition.
- Our billings, revenue, and free cash flow growth may slow further or may not continue, and our operating margins may decline.
- Our real estate assets, including construction, acquisitions, and ongoing maintenance and management of office buildings, warehouses, data centers and points of presence, as well as data center expansions or enhancements, could involve significant risks to our business.
- Our backlog may fluctuate over quarters. A reduction to backlog increases our aggregate billings and revenue during the quarter when delivered. If we experience supply chain shortages and cannot fulfill orders, our backlog may increase, which will negatively impact our aggregate billings and revenue in such quarter.
- As the supply chain challenges normalize, our product revenue growth rate may be lower versus prior quarters where delivery from backlog contributed more to billings. We expect billings growth to normalize and lower impact from backlog fluctuations. For the first half of 2024, the comparably lower backlog contribution to billings has resulted in decreased year-over-year quarterly growth rate.
- Any weakness in sales strategy, productivity, personnel and execution could negatively impact our results of operations.
- We are dependent on the continued services and performance of our senior management, as well as our ability to hire, retain and motivate qualified personnel.
- We rely on third-party channel partners for substantially all of our billings, revenue, and a small number of distributors represents a large percentage of our revenue and accounts receivable.
- Reliance on a concentration of shipments at the end of the quarter or changes in shipping terms could cause our billings and revenue to fall below expected levels.
- We rely significantly on revenue from FortiGuard security subscription and FortiCare technical support services, and revenue from these services may decline or fluctuate.
- We have incurred indebtedness and may incur other debt in the future, which may adversely affect our financial condition and future financial results.
- We generate a majority of billings, revenue and cash flow from sales outside of the United States.
- We may not be successful in executing our strategy to increase our sales to large- and medium-sized end-customers.
- A portion of our revenue is generated by sales to government organizations and other customers, which are subject to a number of regulatory requirements, their own supply chain and contractual requirements, challenges and risks.

- We face intense competition in our market and we may not maintain or improve our competitive position.
- We order components from third-party manufacturers based on our forecasts of future demand and targeted inventory levels, which exposes us to the risk of both product shortages, may result in lost sales and higher expenses, including excess inventory charges and costs related to future purchase commitments, and may require us to sell our products at discounts or offer various other incentives.
- We depend on third parties to provide various components for our products and build our products and are susceptible to manufacturing delays, capacity constraints and cost increases.
- We are susceptible to defects or vulnerabilities in our products or services, as well as reputational harm from the failure or misuse of our products or services, and any actual or perceived defects or vulnerabilities in our products or services, failure of our products or services to detect or prevent a security incident or to cause a disruption to operations, failure of our customers to implement preventative actions such as updates to one of our deployed solutions or failure to help secure our customers, could cause our products or services to allow unauthorized access to our customers' networks and harm our operational results and reputation more significantly as compared to other companies.
- Our inability to successfully acquire and integrate other businesses, products or technologies, or to successfully invest in and form successful strategic alliances with other businesses, could seriously harm our competitive position and could negatively affect our financial condition and results of operations. In addition, any additional future impairment of the value of our investment in Linksys Holdings, Inc. ("Linksys") or additional investments in Linksys could negatively affect our financial condition and results of operations.
- Investors' and regulators' expectations of our performance relating to environmental, social and governance factors may impose additional costs and expose us to new risks.
- We are exposed to fluctuations in currency exchange rates, which could negatively affect our financial condition and results of operations.
- Our proprietary rights may be difficult to enforce and we may be subject to claims by others that we infringe their proprietary technology.
- The trading price of our common stock may be volatile, which volatility may be exacerbated by share repurchases under our Share Repurchase Program (the "Repurchase Program").
- Anti-takeover provisions contained in our certificate of incorporation and bylaws, as well as provisions of Delaware law, could impair a takeover attempt.
- Global economic uncertainty can weaken and harm our financial position.
- Weakening product demand caused by political instability, changes in trade agreements, wars and foreign conflicts, such as the war in Ukraine and the Israel-Hamas war or tensions between China and Taiwan, could adversely affect our business and financial performance.

**PART I—FINANCIAL INFORMATION**

**ITEM 1. Financial Statements**

**FORTINET, INC.**

**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(unaudited, in millions, except per share amounts)

	June 30, 2024	December 31, 2023
<b>ASSETS</b>		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 2,203.2	\$ 1,397.9
Short-term investments	1,114.9	1,021.5
Marketable equity securities	21.2	21.0
Accounts receivable—net	1,083.4	1,402.0
Inventory	383.2	484.8
Prepaid expenses and other current assets	113.4	101.1
Total current assets	4,919.3	4,428.3
PROPERTY AND EQUIPMENT—NET	1,242.7	1,044.4
DEFERRED CONTRACT COSTS	596.9	605.6
DEFERRED TAX ASSETS	998.5	868.8
GOODWILL	127.9	126.5
OTHER INTANGIBLE ASSETS—NET	30.2	35.3
OTHER ASSETS	137.4	150.0
TOTAL ASSETS	\$ 8,052.9	\$ 7,258.9
<b>LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)</b>		
CURRENT LIABILITIES:		
Accounts payable	\$ 132.1	\$ 204.3
Accrued liabilities	400.6	423.7
Accrued payroll and compensation	217.3	242.3
Deferred revenue	2,975.3	2,848.7
Total current liabilities	3,725.3	3,719.0
DEFERRED REVENUE	2,920.9	2,886.3
LONG-TERM DEBT	993.3	992.3
OTHER LIABILITIES	125.2	124.7
Total liabilities	7,764.7	7,722.3
COMMITMENTS AND CONTINGENCIES (Note 10)		
STOCKHOLDERS' EQUITY (DEFICIT):		
Common stock, \$0.001 par value—1,500.0 shares authorized; 764.2 and 761.0 shares issued and outstanding on June 30, 2024 and December 31, 2023, respectively	0.8	0.8
Additional paid-in capital	1,499.0	1,416.4
Accumulated other comprehensive loss	(29.0)	(18.9)
Accumulated deficit	(1,182.6)	(1,861.7)
Total stockholders' equity (deficit)	288.2	(463.4)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	\$ 8,052.9	\$ 7,258.9

See notes to condensed consolidated financial statements.

**FORTINET, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME**  
(unaudited, in millions, except per share amounts)

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
<b>REVENUE:</b>				
Product	\$ 451.9	\$ 472.6	\$ 860.8	\$ 973.3
Service	982.4	820.2	1,926.8	1,581.8
Total revenue	1,434.3	1,292.8	2,787.6	2,555.1
<b>COST OF REVENUE:</b>				
Product	155.1	174.5	337.9	368.1
Service	119.9	121.3	241.8	235.5
Total cost of revenue	275.0	295.8	579.7	603.6
<b>GROSS PROFIT:</b>				
Product	296.8	298.1	522.9	605.2
Service	862.5	698.9	1,685.0	1,346.3
Total gross profit	1,159.3	997.0	2,207.9	1,951.5
<b>OPERATING EXPENSES:</b>				
Research and development	165.4	153.3	338.4	304.4
Sales and marketing	501.3	515.9	1,002.4	994.2
General and administrative	56.6	49.9	111.0	102.7
Gain on intellectual property matter	(1.2)	(1.1)	(2.3)	(2.3)
Total operating expenses	722.1	718.0	1,449.5	1,399.0
<b>OPERATING INCOME</b>	<b>437.2</b>	<b>279.0</b>	<b>758.4</b>	<b>552.5</b>
INTEREST INCOME	38.3	31.6	70.5	52.2
INTEREST EXPENSE	(5.0)	(5.2)	(10.1)	(10.2)
OTHER EXPENSE—NET	(2.2)	(6.2)	(5.1)	(4.2)
<b>INCOME BEFORE INCOME TAXES AND LOSS FROM EQUITY METHOD INVESTMENTS</b>	<b>468.3</b>	<b>299.2</b>	<b>813.7</b>	<b>590.3</b>
PROVISION FOR INCOME TAXES	76.5	27.6	116.0	48.9
<b>LOSS FROM EQUITY METHOD INVESTMENTS</b>	<b>(12.0)</b>	<b>(5.3)</b>	<b>(18.6)</b>	<b>(27.4)</b>
<b>NET INCOME</b>	<b>\$ 379.8</b>	<b>\$ 266.3</b>	<b>\$ 679.1</b>	<b>\$ 514.0</b>
<b>Net income per share (Note 8):</b>				
Basic	\$ 0.50	\$ 0.34	\$ 0.89	\$ 0.66
Diluted	\$ 0.49	\$ 0.33	\$ 0.88	\$ 0.65
<b>Weighted-average shares outstanding:</b>				
Basic	763.8	785.0	763.1	784.1
Diluted	769.9	795.9	770.2	794.7

See notes to condensed consolidated financial statements.

**FORTINET, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(unaudited, in millions)

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
Net income	\$ 379.8	\$ 266.3	\$ 679.1	\$ 514.0
Other comprehensive loss:				
Change in foreign currency translation	(4.2)	(6.7)	(9.4)	(7.5)
Change in unrealized gains (losses) on investments	—	2.1	(0.9)	5.9
Less: tax provision (benefit) related to items of other comprehensive income (loss)	—	0.4	(0.2)	1.3
Other comprehensive loss	(4.2)	(5.0)	(10.1)	(2.9)
Comprehensive income	<u>\$ 375.6</u>	<u>\$ 261.3</u>	<u>\$ 669.0</u>	<u>\$ 511.1</u>

See notes to condensed consolidated financial statements.



**FORTINET, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)**  
(unaudited, in millions)

	Three Months Ended June 30, 2024					
	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive		Total Stockholders' Equity (Deficit)
	Shares	Amount		Loss	Accumulated Deficit	
BALANCE—March 31, 2024	763.2	\$ 0.8	\$ 1,448.9	\$ (24.8)	\$ (1,562.4)	\$ (137.5)
Issuance of common stock in connection with equity incentive plans - net of tax withholding	1.0	—	(13.8)	—	—	(13.8)
Stock-based compensation expense	—	—	63.9	—	—	63.9
Foreign currency translation adjustment	—	—	—	(4.2)	—	(4.2)
Net income	—	—	—	—	379.8	379.8
BALANCE—June 30, 2024	764.2	\$ 0.8	\$ 1,499.0	\$ (29.0)	\$ (1,182.6)	\$ 288.2

  

	Three Months Ended June 30, 2023					
	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive		Total Stockholders' Equity
	Shares	Amount		Loss	Accumulated Deficit	
BALANCE—March 31, 2023	784.4	\$ 0.8	\$ 1,327.4	\$ (18.1)	\$ (1,298.7)	\$ 11.4
Issuance of common stock in connection with equity incentive plans - net of tax withholding	1.2	—	(16.5)	—	—	(16.5)
Stock-based compensation expense	—	—	65.0	—	—	65.0
Net unrealized gain on investments - net of tax	—	—	—	1.7	—	1.7
Foreign currency translation adjustment	—	—	—	(6.7)	—	(6.7)
Net income	—	—	—	—	266.3	266.3
BALANCE—June 30, 2023	785.6	\$ 0.8	\$ 1,375.9	\$ (23.1)	\$ (1,032.4)	\$ 321.2

See notes to condensed consolidated financial statements.

**Six Months Ended June 30, 2024**

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive		Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount		Loss			
BALANCE—December 31, 2023	761.0	\$ 0.8	\$ 1,416.4	\$ (18.9)	\$ (1,861.7)	\$ (463.4)	
Issuance of common stock in connection with equity incentive plans - net of tax withholding	3.2	—	(43.6)	—	—	(43.6)	
Stock-based compensation expense	—	—	126.2	—	—	126.2	
Net unrealized loss on investments - net of tax	—	—	—	(0.7)	—	(0.7)	
Foreign currency translation adjustment	—	—	—	(9.4)	—	(9.4)	
Net income	—	—	—	—	679.1	679.1	
BALANCE—June 30, 2024	764.2	\$ 0.8	\$ 1,499.0	\$ (29.0)	\$ (1,182.6)	\$ 288.2	

**Six Months Ended June 30, 2023**

	Six Months Ended June 30, 2023					
	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive		Total Stockholders' Equity (Deficit)
	Shares	Amount		Loss	Accumulated Deficit	
BALANCE—December 31, 2022	781.5	\$ 0.8	\$ 1,284.2	\$ (20.2)	\$ (1,546.4)	\$ (281.6)
Issuance of common stock in connection with equity incentive plans - net of tax withholding	4.1	—	(29.6)	—	—	(29.6)
Stock-based compensation expense	—	—	121.3	—	—	121.3
Net unrealized gain on investments - net of tax	—	—	—	4.6	—	4.6
Foreign currency translation adjustment	—	—	—	(7.5)	—	(7.5)
Net income	—	—	—	—	514.0	514.0
BALANCE—June 30, 2023	785.6	\$ 0.8	\$ 1,375.9	\$ (23.1)	\$ (1,032.4)	\$ 321.2

See notes to condensed consolidated financial statements.

**FORTINET, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(unaudited, in millions)

	Six Months Ended	
	June 30, 2024	June 30, 2023
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income	\$ 679.1	\$ 514.0
Adjustments to reconcile net income to net cash provided by operating activities:		
Stock-based compensation	126.2	121.3
Amortization of deferred contract costs	144.7	127.9
Depreciation and amortization	57.8	54.9
Amortization of investment discounts	(24.9)	(5.9)
Loss from equity method investments	18.6	27.4
Other	7.0	8.8
Changes in operating assets and liabilities, net of impact of business combination:		
Accounts receivable—net	318.9	179.0
Inventory	85.2	(130.2)
Prepaid expenses and other current assets	(12.3)	(35.4)
Deferred contract costs	(136.0)	(168.5)
Deferred tax assets	(130.3)	(161.8)
Other assets	(7.6)	10.8
Accounts payable	(67.2)	(3.6)
Accrued liabilities	(24.9)	168.3
Accrued payroll and compensation	(24.3)	6.0
Other liabilities	0.7	(9.7)
Deferred revenue	161.7	489.3
Net cash provided by operating activities	1,172.4	1,192.6
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of investments	(974.3)	(804.6)
Maturities of investments	904.6	445.1
Purchases of property and equipment	(245.0)	(107.1)
Payment made in connection with a business combination, net of cash acquired	(5.7)	—
Other	—	0.1
Net cash used in investing activities	(320.4)	(466.5)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from issuance of common stock	19.6	29.3
Taxes paid related to net share settlement of equity awards	(63.1)	(59.7)
Other	(0.8)	(1.0)
Net cash used in financing activities	(44.3)	(31.4)
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	(2.4)	(1.3)
NET INCREASE IN CASH AND CASH EQUIVALENTS	805.3	693.4
CASH AND CASH EQUIVALENTS—Beginning of period	1,397.9	1,682.9
CASH AND CASH EQUIVALENTS—End of period	\$ 2,203.2	\$ 2,376.3
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:</b>		
Cash paid for income taxes—net	\$ 283.2	\$ 58.6
Operating lease liabilities arising from obtaining right-of-use assets	\$ 21.6	\$ 7.3
<b>NON-CASH INVESTING AND FINANCING ACTIVITIES:</b>		
Transfers of evaluation units from inventory to property and equipment	\$ 12.0	\$ 15.8
Liability for purchase of property and equipment	\$ 23.0	\$ 22.0

See notes to condensed consolidated financial statements.

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(unaudited)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation and Preparation**—The unaudited condensed consolidated financial statements of Fortinet, Inc. and its subsidiaries (collectively, “we,” “us” or “our”) have been prepared in accordance with generally accepted accounting principles in the United States (“GAAP”) for interim financial information, as well as the instructions to Form 10-Q pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (the “SEC”). Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements, and should be read in conjunction with our audited consolidated financial statements as of and for the year ended December 31, 2023, contained in our Annual Report on Form 10-K filed with the SEC on February 26, 2024. In the opinion of management, all adjustments, which include normal recurring adjustments, considered necessary for a fair presentation, have been included. The results of operations for the three and six months ended June 30, 2024 are not necessarily indicative of the results to be expected for the full year or for any future periods. The condensed consolidated balance sheet as of December 31, 2023 is derived from the audited consolidated financial statements for the year ended December 31, 2023.

The condensed consolidated financial statements include the accounts of Fortinet, Inc. and its subsidiaries. We consolidate all legal entities in which we have an absolute controlling financial interest. All intercompany balances and transactions have been eliminated in consolidation.

The preparation of the condensed consolidated financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Actual results could differ materially from those estimates.

There have been no material changes to our significant accounting policies as of and for the three and six months ended June 30, 2024, as compared to the significant accounting policies described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 filed with the SEC.

**Recent Accounting Standards Not Yet Effective**

*Segment Reporting*

In November 2023, the Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update (“ASU”) 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant expenses. The amendments are effective for our annual reporting for fiscal year 2024, and for our interim period reporting starting in fiscal year 2025 retrospectively, with early adoption permitted. We are currently evaluating the ASU to determine its impact on our disclosures.

*Income Taxes*

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which includes amendments that further enhance income tax disclosures, primarily through standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. The amendments are effective for our annual period beginning fiscal year 2025, with early adoption permitted, and should be applied prospectively. We are currently evaluating the ASU to determine its impact on our disclosures.

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

## 2. REVENUE RECOGNITION

### *Disaggregation of Revenue*

The following table presents our revenue disaggregated by major product and service lines (in millions):

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
Product	\$ 451.9	\$ 472.6	\$ 860.8	\$ 973.3
Service:				
Security subscription	558.7	457.3	1,095.6	879.0
Technical support and other	423.7	362.9	831.2	702.8
Total service revenue	982.4	820.2	1,926.8	1,581.8
Total revenue	<u>\$ 1,434.3</u>	<u>\$ 1,292.8</u>	<u>\$ 2,787.6</u>	<u>\$ 2,555.1</u>

### *Deferred Revenue*

During the three and six months ended June 30, 2024, we recognized \$ 764.3 million and \$1.62 billion in revenue that was included in the deferred revenue balance as of December 31, 2023, respectively. During the three and six months ended June 30, 2023, we recognized \$609.8 million and \$1.29 billion in revenue that was included in the deferred revenue balance as of December 31, 2022, respectively.

### *Transaction Price Allocated to the Remaining Performance Obligations*

As of June 30, 2024, the aggregate amount of the transaction price allocated to remaining performance obligations was \$ 5.92 billion, which was substantially comprised of deferred security subscription and technical support services revenue that will be recognized in future periods. We expect to recognize approximately \$2.99 billion as revenue over the next 12 months and the remainder thereafter.

### *Accounts Receivable*

Trade accounts receivable are recorded at the invoiced amount, net of an allowance for expected credit losses. We measure expected credit losses of accounts receivable on a collective (pooled) basis, aggregating accounts receivable that are either current or no more than 60 days past due, and aggregating accounts receivable that are more than 60 days past due. We apply a credit-loss percentage to each of the pools that is based on our historical credit losses. We review whether each of our significant accounts receivable that is more than 60 days past due continues to exhibit similar risk characteristics with the other accounts receivable in the pool. If we determine that it does not, we evaluate it for expected credit losses on an individual basis. Expected credit losses are recorded as general and administrative expenses on our condensed consolidated statements of income.

The allowance for credit losses was \$5.7 million and \$8.2 million as of June 30, 2024 and December 31, 2023, respectively. Provisions, write-offs and recoveries were not material during the six months ended June 30, 2024 and 2023.

### *Deferred Contract Costs*

Amortization of deferred contract costs during the three months ended June 30, 2024 and 2023 were \$ 72.7 million and \$65.4 million, respectively. Amortization of deferred contract costs during the six months ended June 30, 2024 and 2023 were \$144.7 million and \$127.9 million, respectively.

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**3. FINANCIAL INSTRUMENTS AND FAIR VALUE**

**Available-for-Sale Investments**

The following tables summarize our available-for-sale investments (in millions):

June 30, 2024				
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Commercial paper	\$ 483.1	\$ —	\$ (0.4)	\$ 482.7
U.S. government and agency securities	481.2	—	(0.3)	480.9
Corporate debt securities	92.8	—	(0.1)	92.7
Certificates of deposit and term deposits	58.6	—	—	58.6
Total available-for-sale investments	\$ 1,115.7	\$ —	\$ (0.8)	\$ 1,114.9

  

December 31, 2023				
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Commercial paper	\$ 401.7	\$ 0.2	\$ (0.1)	\$ 401.8
U.S. government and agency securities	461.5	0.2	(0.3)	461.4
Corporate debt securities	70.0	0.1	(0.1)	70.0
Certificates of deposit and term deposits	88.2	0.1	—	88.3
Total available-for-sale investments	\$ 1,021.4	\$ 0.6	\$ (0.5)	\$ 1,021.5

The following tables show the gross unrealized losses and the related fair values of our available-for-sale investments that have been in a continuous unrealized loss position (in millions):

June 30, 2024						
	Less Than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Commercial paper	\$ 455.2	\$ (0.4)	\$ —	\$ —	\$ 455.2	\$ (0.4)
U.S. government and agency securities	456.0	(0.3)	—	—	456.0	(0.3)
Corporate debt securities	88.5	(0.1)	—	—	88.5	(0.1)
Total available-for-sale investments	\$ 999.7	\$ (0.8)	\$ —	\$ —	\$ 999.7	\$ (0.8)

  

December 31, 2023						
	Less Than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Commercial paper	\$ 200.8	\$ (0.1)	\$ —	\$ —	\$ 200.8	\$ (0.1)
U.S. government and agency securities	47.1	—	11.7	(0.3)	58.8	(0.3)
Corporate debt securities	21.8	—	26.9	(0.1)	48.7	(0.1)
Total available-for-sale investments	\$ 269.7	\$ (0.1)	\$ 38.6	\$ (0.4)	\$ 308.3	\$ (0.5)

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The contractual maturities of our investments were (in millions):

	June 30, 2024	December 31, 2023
Due within one year	\$ 1,114.9	\$ 1,021.5
Due within one to three years	—	—
Total	\$ 1,114.9	\$ 1,021.5

Available-for-sale investments are reported at fair value, with unrealized gains and losses and the related tax impact included as a separate component of stockholders' equity (deficit) and in comprehensive income. We do not intend to sell any of the securities in an unrealized loss position and it is not more likely than not that we would be required to sell these securities before recovery of their amortized cost basis, which may be at maturity.

Realized gains and losses on available-for-sale investments were insignificant in the periods presented.

**Marketable Equity Securities**

Our marketable equity securities were \$21.2 million and \$21.0 million as of June 30, 2024 and December 31, 2023. The changes in fair value of our marketable equity securities are recorded in other expense—net on the condensed consolidated statements of income. We recognized a \$0.2 million loss and \$0.1 million gain during the three and six months ended June 30, 2024, respectively. We recognized a \$4.0 million loss and \$3.4 million loss during the three and six months ended June 30, 2023, respectively.

**Fair Value of Financial Instruments**

Fair Value Accounting—We apply the following fair value hierarchy for disclosure of the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels:

Level 1—Inputs are unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2—Inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the assets or liabilities, either directly or indirectly through market corroboration, for substantially the full term of the financial instruments.

Level 3—Unobservable inputs based on our own assumptions used to measure assets and liabilities at fair value. The inputs require significant management judgment or estimation.

We measure the fair value of money market funds, certain U.S. government and agency securities and marketable equity securities using quoted prices in active markets for identical assets. The fair value of all other financial instruments was based on quoted prices for similar assets in active markets, or model-driven valuations using significant inputs derived from or corroborated by observable market data.

We classify investments within Level 1 if quoted prices are available in active markets for identical securities.

We classify items within Level 2 if the investments are valued using model-driven valuations using observable inputs such as quoted market prices, benchmark yields, reported trades, broker/dealer quotes or alternative pricing sources with reasonable levels of price transparency. Investments are held by custodians who obtain investment prices from a third-party pricing provider that incorporates standard inputs in various asset price models.

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**Assets Measured at Fair Value on a Recurring Basis**

The following tables present the fair value of our financial assets measured at fair value on a recurring basis (in millions):

	June 30, 2024				December 31, 2023			
	Aggregate Fair Value	Quoted Prices in Active Markets For Identical Assets	Significant Other Observable Remaining Inputs	Significant Other Unobservable Remaining Inputs	Aggregate Fair Value	Quoted Prices in Active Markets For Identical Assets	Significant Other Observable Remaining Inputs	Significant Other Unobservable Remaining Inputs
		(Level 1)	(Level 2)	(Level 3)		(Level 1)	(Level 2)	(Level 3)
<b>Assets:</b>								
Commercial paper	\$ 514.5	\$ —	\$ 514.5	\$ —	\$ 472.2	\$ —	\$ 472.2	\$ —
U.S. government and agency securities	484.4	461.9	22.5	—	501.4	433.3	68.1	—
Corporate debt securities	93.7	—	93.7	—	73.0	—	73.0	—
Certificates of deposit and term deposits	58.6	—	58.6	—	104.8	—	104.8	—
Money market funds	296.4	296.4	—	—	277.1	277.1	—	—
Marketable equity securities	21.2	21.2	—	—	21.0	21.0	—	—
<b>Total</b>	<b>\$ 1,468.8</b>	<b>\$ 779.5</b>	<b>\$ 689.3</b>	<b>\$ —</b>	<b>\$ 1,449.5</b>	<b>\$ 731.4</b>	<b>\$ 718.1</b>	<b>\$ —</b>
<b>Reported as:</b>								
Cash equivalents	\$ 332.7				\$ 407.0			
Marketable equity securities	21.2				21.0			
Short-term investments	1,114.9				1,021.5			
<b>Total</b>	<b>\$ 1,468.8</b>				<b>\$ 1,449.5</b>			

There were no transfers between Level 1 and Level 2 of the fair value hierarchy during the six months ended June 30, 2024 and year ended December 31, 2023.

**4. INVENTORY**

Inventory, net of reserves, consisted of (in millions):

	June 30, 2024	December 31, 2023
Raw materials	\$ 96.0	\$ 92.1
Work in process	7.3	7.7
Finished goods	279.9	385.0
<b>Inventory</b>	<b>\$ 383.2</b>	<b>\$ 484.8</b>

The excess and obsolete inventory reserve was \$128.0 million and \$89.2 million as of June 30, 2024 and December 31, 2023, respectively. Inventory write-downs related to excess and obsolete inventory were \$10.7 million and \$28.8 million for the three and six months ended June 30, 2024, respectively, and were \$7.2 million and \$12.3 million for the three and six months ended June 30, 2023, respectively. These were recorded in cost of product revenue on the condensed consolidated statements of income.



**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**5. PROPERTY AND EQUIPMENT—Net**

Property and equipment—net consisted of (in millions):

	June 30, 2024	December 31, 2023
Land	\$ 453.0	\$ 351.7
Buildings and improvements	713.3	595.5
Computer equipment and software	270.7	261.1
Leasehold improvements	67.0	61.4
Evaluation units	33.3	30.8
Furniture and fixtures	35.9	33.6
Construction-in-progress	65.2	63.3
Total property and equipment	1,638.4	1,397.4
Less: accumulated depreciation	(395.7)	(353.0)
Property and equipment—net	\$ 1,242.7	\$ 1,044.4

During the three months ended March 31, 2024, we purchased certain real estate properties in California for a total purchase price of \$207.1 million to be used predominantly for research and development and warehousing operations. The purchases were accounted for under the asset acquisition method. The cost of the assets allocated to land, buildings and improvements, and furniture and fixtures were \$101.4 million, \$104.8 million, and \$0.9 million, respectively, based on their relative fair values.

Depreciation expense was \$25.9 million and \$22.9 million during the three months ended June 30, 2024 and 2023, respectively. Depreciation expense was \$51.5 million and \$45.7 million during the six months ended June 30, 2024 and 2023, respectively.

**6. INVESTMENT IN PRIVATELY HELD COMPANY**

***Linksys Holdings, Inc.***

During 2021, we invested \$160.0 million in cash for shares of the Series A Preferred Stock of privately held Linksys Holdings, Inc. ("Linksys"), for a 50.8% ownership interest in outstanding equity of Linksys. As of June 30, 2024 and December 31, 2023, our ownership interest remained the same. Linksys provides router connectivity solutions to the consumer and small business markets.

We have concluded that our investment in Linksys is an in-substance common stock investment and that we do not hold an absolute controlling financial interest in Linksys, but that we have the ability to exercise significant influence over the operating and financial policies of Linksys. Therefore, we determined to account for this investment using the equity method of accounting. We record our share of Linksys' financial results on a three-month lag basis, with the exception of material transactions or events that occur during the intervening period that materially affect the financial position or results of operations. We determined that there was a basis difference between the cost of our investment in Linksys and the amount of underlying equity in net assets of Linksys.

Due to the presence of impairment indicators, such as a series of operating losses, current expected performance relative to expected performance as of the most recent previous quarter, organizational and go to market changes, performance relative to peers and the results of a discounted cash flows analysis, we evaluated our equity method investment for an other-than-temporary impairment ("OTTI") during the second quarter of 2024. We considered various factors in determining whether an OTTI has occurred, including Linksys' financial results, operating history, our ability and intent to hold the investment until its fair value recovers, the discounted cash flows analysis, Linksys' ability to achieve milestones and any notable operational and strategic changes. After this evaluation, we noted that certain factors were present that indicate that the equity method investment's decline in value is other-than-temporary, primarily driven by Linksys' continuous losses, decrease in revenue and operating results, current forecasted results for the foreseeable future as compared to the expected performance as of the most recent previous quarter, and the results of a discounted cash flows analysis. To determine the fair value of our investment in Linksys, we utilized a market approach referencing revenue multiples from publicly traded peer companies and concluded that

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

the estimated fair value of the investment was lower than its carrying value. During the three months ended June 30, 2024, we recorded a non-cash charge of \$8.0 million related to impairment recognized on our equity method investment in Linksys.

Our loss from our Linksys investment totaled \$11.8 million and \$18.2 million for the three and six months ended June 30, 2024, respectively, which comprised of our proportionate share of Linksys' financial results as well as the amortization of the basis differences of \$3.8 million and \$10.2 million for the three and six months ended June 30, 2024, respectively, and an OTTI charge of \$ 8.0 million. Our share of loss of Linksys' financial results, as well as our share of the amortization of the basis differences, totaled \$5.3 million and \$27.4 million for the three and six months ended June 30, 2023, respectively. These losses and the OTTI charge were recorded in loss from equity method investments on the condensed consolidated statements of income. The carrying amount of our Linksys investment was \$24.0 million and \$42.2 million as of June 30, 2024 and December 31, 2023, respectively, and the investment was included in other assets on our condensed consolidated balance sheets.

## 7. GOODWILL AND OTHER INTANGIBLE ASSETS—Net

### Goodwill

The following table presents the changes in the carrying amount of goodwill (in millions):

	Amount
Balance—December 31, 2023	\$ 126.5
Additions due to business combination	3.9
Foreign currency translation adjustments	(2.5)
Balance—June 30, 2024	\$ 127.9

There were no impairments to goodwill during the six months ended June 30, 2024 or during prior periods.

### Other Intangible Assets—Net

The following tables present other intangible assets—net (in millions, except years):

June 30, 2024				
	Weighted-Average Useful Life (in Years)	Gross	Accumulated Amortization	Net
Other intangible assets—net:				
Finite-lived intangible assets:				
Developed technologies	4.1	\$ 79.0	\$ 63.5	\$ 15.5
Customer relationships	6.9	30.2	18.6	11.6
Trade name	10.0	4.3	1.2	3.1
Backlog	1.0	3.4	3.4	—
Total other intangible assets—net		\$ 116.9	\$ 86.7	\$ 30.2

  

December 31, 2023				
	Weighted-Average Useful Life (in Years)	Gross	Accumulated Amortization	Net
Other intangible assets—net:				
Finite-lived intangible assets:				
Developed technologies	4.4	\$ 79.4	\$ 60.6	\$ 18.8
Customer relationships	7.1	30.4	17.7	12.7
Trade name	10.0	5.0	1.2	3.8
Backlog	1.0	3.9	3.9	—
Total other intangible assets—net		\$ 118.7	\$ 83.4	\$ 35.3

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Amortization expense was \$3.3 million and \$4.5 million during the three months ended June 30, 2024 and 2023, respectively. Amortization expense was \$6.3 million and \$9.2 million during the six months ended June 30, 2024 and 2023, respectively.

The following table summarizes estimated future amortization expense of finite-lived intangible assets—net (in millions):

	Amount
Years:	
2024 (the remainder of 2024)	\$ 6.2
2025	8.4
2026	4.7
2027	4.3
2028	1.5
Thereafter	5.1
Total	\$ 30.2

## 8. NET INCOME PER SHARE

Basic net income per share is computed by dividing net income by the weighted-average number of shares of common stock outstanding during the period. Diluted net income per share is computed by dividing net income by the weighted-average number of shares of common stock outstanding during the period, plus the dilutive effects of restricted stock units ("RSUs"), stock options and performance stock units ("PSUs"). Dilutive shares of common stock are determined by applying the treasury stock method.

A reconciliation of the numerator and denominator used in the calculation of basic and diluted net income per share is (in millions, except per share amounts):

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
<b>Numerator:</b>				
Net income	\$ 379.8	\$ 266.3	\$ 679.1	\$ 514.0
<b>Denominator:</b>				
Basic shares:				
Weighted-average common stock outstanding-basic	763.8	785.0	763.1	784.1
Diluted shares:				
Weighted-average common stock outstanding-basic	763.8	785.0	763.1	784.1
Effect of potentially dilutive securities:				
RSUs	1.5	4.1	2.1	3.9
Stock options	4.5	6.6	4.8	6.6
PSUs	0.1	0.2	0.2	0.1
Weighted-average shares used to compute diluted net income per share	769.9	795.9	770.2	794.7
Net income per share				
Basic	\$ 0.50	\$ 0.34	\$ 0.89	\$ 0.66
Diluted	\$ 0.49	\$ 0.33	\$ 0.88	\$ 0.65

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following weighted-average shares of common stock were excluded from the computation of diluted net income per share for the periods presented, as their effect would have been antidilutive (in millions):

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
RSUs	—	—	—	0.9
Stock options	3.6	3.0	3.4	2.6
PSUs	0.2	—	0.1	—
Total	3.6	3.0	3.4	3.5

## 9. DEBT

### 2026 and 2031 Senior Notes

On March 5, 2021, we issued \$ 1.0 billion aggregate principal amount of senior notes (collectively, the “Senior Notes”), consisting of \$ 500.0 million aggregate principal amount of 1.0% notes due March 15, 2026 (the “2026 Senior Notes”) and \$ 500.0 million aggregate principal amount of 2.2% notes due March 15, 2031 (the “2031 Senior Notes”), in an underwritten registered public offering. The Senior Notes are senior unsecured obligations and rank equally with each other in right of payment and with our other outstanding obligations. We may redeem the Senior Notes at any time in whole or in part for cash, at specified redemption prices that include accrued and unpaid interest, if any, and a make-whole premium. However, no make-whole premium will be paid for redemptions of the 2026 Senior Notes on or after February 15, 2026, or the 2031 Senior Notes on or after December 15, 2030. Interest on the Senior Notes is payable on March 15 and September 15 of each year, beginning on September 15, 2021. As of June 30, 2024 and December 31, 2023, the Senior Notes were recorded as long-term debt, net of discount and issuance costs, which are amortized to interest expense over the respective contractual terms of these notes using the effective interest method.

The total outstanding debt is summarized below (in millions, except percentages):

	Maturity	Coupon Rate	Effective Interest Rate	June 30, 2024	December 31, 2023
<b>Debt</b>					
2026 Senior Notes	March 2026	1.0%	1.3%	\$ 500.0	\$ 500.0
2031 Senior Notes	March 2031	2.2%	2.3%	500.0	500.0
<b>Total debt</b>				1,000.0	1,000.0
Less: Unamortized discount and debt issuance costs				6.7	7.7
<b>Total long-term debt</b>				\$ 993.3	\$ 992.3

As of June 30, 2024 and December 31, 2023, we accrued interest payable of \$ 4.7 million, and there are no financial covenants with which we must comply. During the three months ended June 30, 2024 and 2023, we recorded \$4.5 million of total interest expense in relation to these Senior Notes in each period. During the six months ended June 30, 2024 and 2023, we recorded \$9.0 million of total interest expense in relation to these Senior Notes in each period. No interest costs were capitalized for the six months ended June 30, 2024 and 2023, as the costs that qualified for capitalization were not material.

The total estimated fair value of the outstanding Senior Notes was approximately \$ 880.6 million, including accrued and unpaid interest, as of June 30, 2024. The fair value was determined based on observable market prices of identical instruments in less active markets. The estimated fair values are based on Level 2 inputs.

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**10. COMMITMENTS AND CONTINGENCIES**

The following table summarizes our inventory purchase commitments as of June 30, 2024 (in millions):

	Total	2024	Thereafter
Inventory purchase commitments	\$ 566.7	\$ 500.1	\$ 66.6

**Inventory Purchase Commitments**—We purchase components of our inventory from certain suppliers and use several independent contract manufacturers to provide manufacturing services for our products. During the normal course of business, in order to manage manufacturing lead times and help ensure adequate component supply, we enter into agreements with contract manufacturers and suppliers that allow them to procure inventory based upon criteria as defined by us or establish the parameters defining our requirements. A significant portion of our reported purchase commitments arising from these agreements consists of firm, non-cancelable and unconditional commitments. Certain of these inventory purchase commitments with contract manufacturers and suppliers relate to arrangements to secure supply and pricing for certain product components for multi-year periods. In certain instances, these agreements allow us the option to reschedule and adjust our requirements based on our business needs prior to firm orders being placed.

As of June 30, 2024, we had \$566.7 million of non-cancelable inventory purchase commitments with our independent contract manufacturers. We recorded a liability for these purchase commitments for quantities in excess of our future estimated demand forecasts, consistent with the valuation of our excess and obsolete inventory. As of June 30, 2024 and December 31, 2023, the liability for these inventory purchase commitments was \$105.2 million and \$84.7 million, respectively, and was recorded in accrued liabilities on our condensed consolidated balance sheets. The expense related to such accrued liability for inventory purchase commitments was \$7.0 million and \$12.0 million during the three months ended June 30, 2024 and 2023, respectively, and was recorded in cost of product revenue on the condensed consolidated statements of income. The expense related to such accrued liability for inventory purchase commitments was \$38.6 million and \$22.4 million during the six months ended June 30, 2024 and 2023, respectively, and was recorded in cost of product revenue on the condensed consolidated statements of income.

**Other Contractual Commitments and Open Purchase Orders**—In addition to commitments with contract manufacturers, we have open purchase orders and contractual obligations in the ordinary course of business for which we have not received goods or services. A significant portion of our reported purchase commitments consist of non-cancelable commitments. In certain instances, contractual commitments allow us the option to cancel, reschedule and adjust our requirements based on our business needs prior to firm orders being placed. As of June 30, 2024, we had \$40.4 million in other contractual commitments having a remaining term in excess of one year that are non-cancelable.

As of June 30, 2024, we had \$82.9 million in contractual commitments related to payments for operating leases.

**Litigation**—We are involved in disputes, litigation, and other legal actions. For lawsuits where we are the defendant, we are in the process of defending these litigation matters, and while there can be no assurances and the outcome of certain of these matters is currently not determinable and not predictable, we currently are unaware of any existing claims or proceedings that we believe are likely to have a material adverse effect on our financial position. There are many uncertainties associated with any litigation and these actions or other third-party claims against us may cause us to incur costly litigation fees, costs and substantial settlement charges, and possibly subject us to damages and other penalties. In addition, the resolution of any intellectual property ("IP") litigation may require us to make royalty payments, which could adversely affect our gross margins in future periods. If any of those events were to occur, our business, financial condition, results of operations, and cash flows could be adversely affected. Litigation is unpredictable and the actual liability in any such matters may be materially different from our current estimates, which could result in the need to adjust any accrued liability and record additional expenses. We accrue for contingencies when we believe that a loss is probable and that we can reasonably estimate the amount of any such loss. These accruals are generally based on a range of possible outcomes that require significant management judgement. If no amount within a range is a better estimate than any other, we accrue the minimum amount. Litigation loss contingency accruals associated with outstanding cases were not material as of June 30, 2024, and December 31, 2023.

On March 21, 2019, we were sued by Alorica Inc. ("Alorica") in Santa Clara County Superior Court in California. Alorica has alleged breach of warranty and misrepresentation claims, which we deny. Fact discovery closed during the quarter ended June 30, 2023 and trial is currently set for September 2024. Although we believe that the ultimate outcome of this matter will not materially impact our financial position, results of operations or cash flows, legal proceedings are subject to inherent uncertainties, and an unfavorable ruling could occur, which may result in a material adverse impact on our business, financial position, results of operations and cash flows. No loss accrual had been recorded as of June 30, 2024 or December 31, 2023 related to this litigation.

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**Indemnification and Other Matters**—We enter into indemnification provisions in the ordinary course of business with other companies such as partners, customers, and vendors, where we agree to indemnify, hold harmless, and reimburse the indemnified party for certain losses suffered or incurred by the indemnified party as a result of our activities, including defending against third-party claims asserting various allegations such as product defects, breach of representations or covenants, and infringement of certain IP rights, which may include patents, copyrights, trademarks or trade secrets, and to pay judgments entered on such claims. In some contracts, our exposure under these indemnification provisions is limited by the terms of the contracts to certain defined limits, such as the total amount paid by our customer under the agreement. However, certain agreements include covenants, penalties and indemnification provisions including and beyond indemnification for third-party claims of IP infringement that could potentially expose us to losses in excess of the amount received under the agreement, and in some instances to potential liability that is not contractually limited. Although from time to time there are indemnification claims asserted against us and currently there are pending indemnification claims, to date there have been no material awards under such indemnification provisions.

Similar to other security companies and companies in other industries, we have experienced and may experience in the future, cybersecurity threats, malicious activity directed against our information technology infrastructure or unauthorized attempts to gain access to our and our customers' sensitive information and systems. We currently are unaware of any existing claims or proceedings related to these types of matters, including any that we believe are likely to have a material adverse effect on our financial position.

## **11. EQUITY PLANS AND SHARE REPURCHASE PROGRAM**

### ***Stock-Based Compensation Plans***

We maintain the Amended and Restated Fortinet, Inc. 2009 Equity Incentive Plan (the "Amended Plan") pursuant to which we have granted RSUs, stock options and PSUs. As of June 30, 2024, there were a total of 51.2 million shares of common stock available for grant under the Amended Plan.

### ***Restricted Stock Units***

The following table summarizes the activity and related information for RSUs for the periods presented below (in millions, except per share amounts):

	Restricted Stock Units Outstanding	
	Number of Shares	Weighted-Average Grant Date Fair Value per Share
Balance—December 31, 2023	9.1	\$ 53.61
Granted	3.0	64.89
Forfeited	(0.5)	56.99
Vested	(2.7)	48.62
Balance—June 30, 2024	8.9	\$ 58.81

Stock compensation expense is recognized on a straight-line basis over the vesting period of each RSU. As of June 30, 2024, total compensation expense related to unvested RSUs granted to employees and non-employees under the Amended Plan, but not yet recognized, was \$477.6 million, with a weighted-average remaining vesting period of 2.7 years.

RSUs settle into shares of common stock upon vesting. Upon the vesting of the RSUs, we net-settle the RSUs and withhold a portion of the shares to satisfy employee withholding tax requirements. The payment of the withheld taxes to the tax authorities is reflected as a financing activity within the condensed consolidated statements of cash flows.

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following summarizes the number and value of the shares withheld for employee taxes (in millions):

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
Shares withheld for taxes	0.3	0.4	0.9	1.1
Amount withheld for taxes	\$ 20.2	\$ 25.1	\$ 63.1	\$ 59.7

**Employee Stock Options**

The following table summarizes the weighted-average assumptions relating to our employee stock options:

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
Expected term in years	4.5	4.4	4.5	4.4
Volatility	41.9 %	41.0 %	42.8 %	41.9 %
Risk-free interest rate	4.4 %	3.8 %	4.3 %	4.2 %
Dividend rate	— %	— %	— %	— %

The following table summarizes the stock option activity and related information for the periods presented below (in millions, except exercise prices and contractual life):

	Options Outstanding			
	Number of Shares	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
Balance—December 31, 2023	11.2	\$ 31.14	3.3	\$ 315.8
Granted	0.7	65.07		
Forfeited	(0.1)	52.93		
Exercised	(1.4)	14.25		
Balance—June 30, 2024	10.4	\$ 35.29		
Options vested and expected to vest—June 30, 2024	10.4	\$ 35.29	3.3	\$ 266.5
Options exercisable—June 30, 2024	7.8	\$ 27.89	2.6	\$ 255.5

The aggregate intrinsic value represents the difference between the exercise price of stock options and the quoted market price of our common stock for all in-the-money stock options. Stock compensation expense is recognized on a straight-line basis over the vesting period of each stock option. As of June 30, 2024, total compensation expense related to unvested stock options granted to employees but not yet recognized was \$55.7 million, with a weighted-average remaining vesting period of 2.6 years.

Additional information related to our stock options is summarized below (in millions, except per share amounts):

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
Weighted-average fair value per share granted	\$ 24.93	\$ 26.55	\$ 26.79	\$ 24.41
Intrinsic value of options exercised	\$ 18.1	\$ 24.3	\$ 69.9	\$ 97.0
Fair value of options vested	\$ 6.5	\$ 5.7	\$ 18.6	\$ 17.4

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**Market/Performance-Based PSUs**

We granted market/performance-based PSUs under the Amended Plan to certain of our executives. Based on the achievement of the market/performance-based vesting conditions during the performance period, the final settlement of the PSUs will range between 0% and 200% of the target shares underlying the PSUs based on the percentile ranking of our total stockholder return over one-, two-, three- and four-year periods among companies included in the S&P 500 Index. 20%, 20%, 20% and 40% of the PSUs vest over one-, two-, three- and four-year service periods, respectively.

The following table summarizes the weighted-average assumptions relating to our PSUs:

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
Expected term in years	2.8	2.7	2.7	2.7
Volatility	44.5 %	47.5 %	45.4 %	47.5 %
Risk-free interest rate	4.6 %	4.6 %	4.5 %	4.6 %
Dividend rate	— %	— %	— %	— %

We granted less than 0.1 million shares of PSU awards and approximately 0.3 million shares of PSU awards with a weighted-average grant date fair value of \$73.00 and \$97.22 per share to certain of our executives during the three and six months ended June 30, 2024, respectively. We granted approximately 0.3 million shares of PSU awards with a weighted-average grant date fair value of \$ 90.96 per share to certain of our executives during the three and six months ended June 30, 2023. The grant date fair value of these awards was determined using a Monte Carlo simulation pricing model. Approximately 0.1 million shares of PSU awards vested during the first quarter of 2024. No shares of PSU awards vested during the second quarter of 2024 or the six months ended June 30, 2023. Approximately 0.1 million shares of PSU awards were forfeited during the three and six months ended June 30, 2024. None of these PSU awards were forfeited during the six months ended June 30, 2023.

As of June 30, 2024, total compensation expense related to unvested PSUs that were granted to certain of our executives, but not yet recognized, was \$31.6 million. This expense is expected to be amortized on a graded vesting method over a weighted-average vesting period of 2.4 years.

**Stock-Based Compensation Expense**

Stock-based compensation expense, including stock-based compensation expense related to awards classified as liabilities, is included in costs and expenses (in millions):

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
Cost of product revenue	\$ 0.4	\$ 0.5	\$ 0.9	\$ 0.9
Cost of service revenue	6.5	6.0	12.7	11.1
Research and development	21.3	20.0	41.1	37.0
Sales and marketing	25.9	29.3	52.6	55.6
General and administrative	10.2	9.9	20.0	18.1
Total stock-based compensation expense	<u>\$ 64.3</u>	<u>\$ 65.7</u>	<u>\$ 127.3</u>	<u>\$ 122.7</u>



**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table summarizes stock-based compensation expense, including stock-based compensation expense related to awards classified as liabilities, by award type (in millions):

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
RSUs	\$ 54.0	\$ 55.1	\$ 106.0	\$ 104.2
Stock options	7.1	7.3	14.4	14.0
PSUs	3.2	3.3	6.9	4.5
Total stock-based compensation expense	\$ 64.3	\$ 65.7	\$ 127.3	\$ 122.7

Total income tax benefit associated with stock-based compensation that is recognized in the condensed consolidated statements of income is (in millions):

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
Income tax benefit associated with stock-based compensation	\$ 14.3	\$ 14.5	\$ 28.2	\$ 27.1

### **Share Repurchase Program**

In January 2024, our board of directors approved a \$500.0 million increase in the authorized share repurchase amount under the Repurchase Program, bringing the aggregate amount authorized to be repurchased to \$7.25 billion of our outstanding common stock. In February 2024, our board of directors approved an extension of the Repurchase Program to February 28, 2025. Share repurchases may be made by us from time to time in privately negotiated transactions or in open-market transactions. The Repurchase Program does not require us to purchase a minimum number of shares, and may be suspended, modified or discontinued at any time without prior notice.

There were no shares repurchased under the Repurchase Program during the six months ended June 30, 2024. As of June 30, 2024, \$ 1.03 billion remained available for future share repurchases under the Repurchase Program.

## **12. INCOME TAXES**

Our effective tax rate was 16% for the three months ended June 30, 2024, compared to an effective tax rate of 9% for the same period last year. Our effective tax rate was 14% for the six months ended June 30, 2024, compared to an effective tax rate of 8% for the same period last year. The tax rates for the three months ended June 30, 2024 and 2023 were composed of U.S. federal and state taxes, withholding taxes and foreign taxes that amounted to \$109.9 million and \$84.8 million, respectively. The tax rate for the three months ended June 30, 2024 was impacted by a tax benefit of \$27.2 million from the foreign-derived intangible income ("FDII") deduction, and excess tax benefits from stock-based compensation expense of \$6.2 million. The tax rate for the three months ended June 30, 2023 was impacted by a tax benefit of \$25.8 million from the FDII deduction, excess tax benefits from stock-based compensation expense of \$13.3 million, and the release of reserves of \$18.1 million on uncertain tax positions and the accrued interest thereon due to the expiration of statutes of limitations.

The tax rates for the six months ended June 30, 2024 and 2023 were composed of U.S. federal and state taxes, withholding taxes and foreign taxes that amounted to \$191.3 million and \$170.6 million, respectively. The tax rate for the six months ended June 30, 2024 was impacted by a tax benefit of \$50.8 million from the FDII deduction, and excess tax benefits from stock-based compensation expense of \$24.5 million. The tax rate for the six months ended June 30, 2023 was impacted by a tax benefit of \$64.0 million from the FDII deduction, excess tax benefits from stock-based compensation expense of \$39.6 million, and the release of reserves of \$18.1 million on uncertain tax positions and the accrued interest thereon due to the expiration of statutes of limitations.

As of June 30, 2024 and December 31, 2023, unrecognized tax benefits were \$68.3 million and \$65.8 million, respectively. If recognized, \$57.4 million of the unrecognized tax benefits as of June 30, 2024 would favorably affect our effective tax rate. It is our policy to include accrued interest and penalties related to unrecognized tax benefits in income tax expense. As of June 30, 2024 and December 31, 2023, accrued interest and penalties were \$7.5 million and \$6.4 million, respectively. It is reasonably possible that our gross unrecognized tax benefits will decrease by up to \$3.9 million in the next 12

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

months, due to the lapse of statutes of limitation in various jurisdictions. This decrease, if recognized, would favorably impact our effective tax rate, and would be recognized as an additional tax benefit.

We file income tax returns in the U.S. federal jurisdiction and in various U.S. state and foreign jurisdictions. Generally, we are no longer subject to examination by U.S. federal income tax authorities for tax years prior to 2015. We are no longer subject to U.S. state and foreign income tax examinations by tax authorities for tax years prior to 2010. We currently have ongoing tax audits in the United Kingdom, Canada and several other foreign jurisdictions. The focus of these audits is the inter-company profit allocation.

On January 4, 2022, the U.S. Treasury published another tranche of final regulations regarding the foreign tax credit. These final regulations impose new requirements that a foreign tax must meet in order to be creditable against U.S. income taxes, and generally apply to tax years beginning on or after December 28, 2021. On July 26, 2022, the U.S. Treasury released corrections to the final regulations. On July 21, 2023, the IRS released a notice that suspended the application of significant portions of the final regulations regarding the foreign tax credit for tax years 2022 and 2023. The notice released in July 2023 favorably impacted our ability to claim foreign tax credits in the United States for certain taxes imposed by certain foreign jurisdictions. On December 11, 2023, the IRS released a notice that extended the suspension of significant portions of the final regulations beyond December 31, 2023, until further guidance is issued.

In December 2021, the Organisation for Economic Co-operation and Development (the "OECD") enacted model rules for a new global minimum tax framework ("BEPS Pillar Two"), and various governments around the world have enacted, or are in the process of enacting, legislation on this. The OECD continues to release additional guidance on these rules. Based on the enacted laws, BEPS Pillar Two has no impact to our effective tax rate or cash flows for the six months ended June 30, 2024. We will continue to evaluate the impact of these tax law changes on future reporting periods.

### **13. DEFINED CONTRIBUTION PLANS**

Our tax-deferred savings plan under our 401(k) Plan permits participating U.S. employees to contribute a portion of their pre-tax or after-tax earnings. In Canada, we have a Group Registered Retirement Savings Plan Program (the "RRSP"), which permits participants to make pre-tax contributions. Our board of directors approved 50% matching contributions on employee contributions up to 4% of each employee's eligible earnings. Our matching contributions to our 401(k) Plan and the RRSP for the three months ended June 30, 2024 and 2023 were \$4.3 million and \$5.7 million, respectively. Our matching contributions to our 401(k) Plan and the RRSP for the six months ended June 30, 2024 and 2023 were \$10.6 million and \$10.1 million, respectively.

### **14. SEGMENT INFORMATION**

Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. Our chief operating decision maker is our chief executive officer. Our chief executive officer reviews financial information presented on a consolidated basis, accompanied by information about revenue by geographic region for purposes of allocating resources and evaluating financial performance. We have one business activity, and there are no segment managers who are held accountable for operations, operating results and plans for levels or components below the consolidated unit level. Accordingly, we have determined that we have one operating segment, and therefore, one reportable segment.

Revenue by geographic region is based on the billing address of our customers. The following tables set forth revenue and property and equipment—net by geographic region (in millions):

Revenue	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
Americas:				
United States	\$ 435.7	\$ 404.7	\$ 842.8	\$ 788.8
Other Americas	159.6	132.3	309.5	271.7
Total Americas	595.3	537.0	1,152.3	1,060.5
Europe, Middle East and Africa ("EMEA")	565.2	506.9	1,104.6	985.1
Asia Pacific ("APAC")	273.8	248.9	530.7	509.5
Total revenue	<u>\$ 1,434.3</u>	<u>\$ 1,292.8</u>	<u>\$ 2,787.6</u>	<u>\$ 2,555.1</u>

Property and Equipment—net	June 30, 2024	December 31, 2023
Americas:		
United States	\$ 906.1	\$ 701.6
Canada	208.5	212.8
Latin America	2.8	2.3
Total Americas	1,117.4	916.7
EMEA	66.8	65.5
APAC	58.5	62.2
Total property and equipment—net	<u>\$ 1,242.7</u>	<u>\$ 1,044.4</u>

The following distributors accounted for 10% or more of our revenue:

	Three Months Ended		Six Months Ended	
	June 30, 2024	June 30, 2023	June 30, 2024	June 30, 2023
Distributor A	30 %	27 %	29 %	28 %
Distributor B	16 %	15 %	15 %	14 %
Distributor C	14 %	14 %	13 %	14 %

The following distributors accounted for 10% or more of net accounts receivable:

	June 30, 2024	December 31, 2023
Distributor A	30 %	33 %
Distributor B	13 %	14 %
Distributor C	11 %	10 %

## 15. SUBSEQUENT EVENTS

### ***Acquisition of Lacework, Inc.***

On August 1, 2024 ("Lacework Acquisition Date"), we completed the acquisition of Lacework, Inc. ("Lacework"), a privately held data-driven cloud security company, for approximately \$149 million in cash, net of cash acquired. We intend to integrate Lacework's Cloud-Native Application Protection Platform solution into our existing portfolio. Given the short period of time between the Lacework Acquisition Date and the condensed consolidated financial statements in this Quarterly Report on Form 10-Q, the preliminary allocation of the cash purchase price to the fair value of assets acquired and liabilities assumed has not yet been completed.

**FORTINET, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

***Acquisition of Next DLP Holdings Limited***

On August 5, 2024 ("Next DLP Acquisition Date"), we completed the acquisition of Next DLP Holdings Limited ("Next DLP"), a privately-held company that focuses on insider risk and data loss protection ("DLP"), for approximately \$96 million in cash, net of cash acquired. With this acquisition, we will improve our position in the standalone enterprise DLP market and strengthen our leadership in integrated DLP markets within endpoint and SASE in alignment with our business strategy. Given the short period of time between the Next DLP Acquisition Date and the issuance of the condensed consolidated financial statements in this Quarterly Report on Form 10-Q, the preliminary allocation of the cash purchase price to the fair value of assets acquired and liabilities assumed has not yet been completed.

***Real Property Purchases***

In July and August 2024, we signed definitive agreements to purchase real property in Calgary, Canada, and Union City, California, for \$6.5 million and \$16.2 million in cash, respectively.

## ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

In addition to historical information, this Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"). These statements include, among other things, statements concerning our expectations regarding:

- continued growth and market share gains;
- variability in sales in certain product and service categories from year to year and between quarters;
- expected impact of sales from certain products and services;
- increasing or decreasing inflation or stagflation, and changing interest rates in many geographies and changes in currency exchange rates and currency regulations;
- competition in our markets;
- macroeconomic, geopolitical factors and other disruption on our manufacturing or sales, including public health issues, wars, natural disasters and economic growth;
- government regulation, tariffs and other policies;
- drivers of long-term growth and operating leverage, such as pricing of our products and services, sales productivity, pipeline and capacity, functionality, value and technology improvements in our service offerings;
- growing our solution sales through channel partners to businesses, service providers and government organizations, our ability to execute these sales and the complexity of providing solutions to all segments (including the increased competition and unpredictability of timing associated with sales to larger enterprises), the impact of sales to these organizations on our long-term growth, expansion and operating results, and the effectiveness of our sales organization;
- our ability to successfully anticipate market changes including those related to cloud-based solutions and to sell, support and meet service level agreements related to cloud-based solutions;
- growth expectations for the secure networking market;
- supply chain constraints, component availability and other factors affecting our manufacturing capacity, delivery, cost and inventory management;
- forecasts of future demand and targeted inventory levels, including changing market drivers and demands;
- the effect of backlog from current or prior quarters, including its effect on growth of in-quarter billings and revenue;
- our ability to hire properly qualified and effective sales, support and engineering employees;
- risks and expectations related to acquisitions and equity interests in private and public companies, including integration issues related to go-to-market plans, product plans, employees of such companies, controls and processes and the acquired technology, and risks of negative impact by such acquisitions and equity investments on our financial results;
- trends in revenue, cost of revenue and gross margin, including expectations regarding product revenue, service revenue growth and inventory related charges;
- trends in our operating expense, including sales and marketing expense, research and development expense, general and administrative expense, and expectations regarding these expenses;

- *expected impact of plans and strategy for the acceleration of our points of presence ("PoP") deployment;*
- *expectations that our operating expense will increase year over year in absolute dollars during the remainder of 2024;*
- *expectations that proceeds from the exercise of stock options in future years will be adversely impacted by the increased mix of restricted stock units and performance stock units versus stock options granted or a decline in our stock price;*
- *uncertain tax benefits and our effective domestic and global tax rates, the impact of interpretations of or changes to tax law, and the timing of tax payments;*
- *expectations regarding spending related to real estate assets, acquisitions and development, including data centers and points of presence, office building and warehouse investments, as well as other capital expenditures and to the impact on free cash flow and expenses;*
- *estimates of a range of 2024 spending on capital expenditures;*
- *expected outcomes and liabilities in litigation;*
- *our intentions regarding share repurchases and the sufficiency of our existing cash, cash equivalents and investments to meet our cash needs, including our debt servicing requirements, for at least the next 12 months;*
- *other statements regarding our future operations, financial condition and prospects and business strategies; and*
- *adoption and impact of new accounting standards.*

*These forward-looking statements are subject to certain risks and uncertainties that could cause our actual results to differ materially from those reflected in the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed in this Quarterly Report on Form 10-Q and, in particular, the risks discussed under the heading "Risk Factors" in Part II, Item 1A of this Quarterly Report on Form 10-Q and those discussed in other documents we file with the SEC. We undertake no obligation, and specifically disclaim any obligation, to revise or publicly release the results of any revision to these and any other forward-looking statements. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.*

## **Business Overview**

Fortinet is a leader in cybersecurity and the convergence of networking and security. Our mission is to secure people, devices and data everywhere. Our integrated platform, the Fortinet Security Fabric, spans secure networking, unified SASE and AI-driven security operations to deliver cybersecurity where our customers need it. As of June 30, 2024, over a half million customers trusted our solutions, including enterprises such as in the financial services, retail, healthcare and operational technology market verticals, communication and security service providers, and government organizations. As a global company headquartered in Sunnyvale, California our research and development is centered in the United States and Canada with a global footprint of support and centers of excellence around the world. As of June 30, 2024, we held 985 U.S. patents and 1,323 global patents and we are recognized in over 100 enterprise analyst reports demonstrating both our vision and execution across security and networking products.

- **Secure Networking**—Our Secure Networking solutions focus on the convergence of networking and security via FortiOS, our networking and security operating system that is the foundation of our Fortinet Security Fabric platform and supports over 30 functions that can be delivered via a physical, virtual, cloud or software as a service ("SaaS") solution. When delivered via our network firewall appliances, functionality is accelerated through our proprietary ASIC technology. These proprietary ASICs, allow our systems to scale, run multiple applications at higher performance, lower power consumption and perform more processor-intensive operations, such as inspecting encrypted traffic, including streaming video. The Network Firewall solution consists of FortiGate data centers, hyperscale and distributed firewalls, as well as encrypted applications (SSL inspection, Virtual Private Network and IPsec connectivity). Our ability to converge networking and security also enables the ethernet to become an extension of a company's security infrastructure through FortiSwitch and FortiLink. Our wireless LAN solution leverages secure networking to provide secure wireless access for the enterprise LAN edge. FortiExtender secures 5G/LTE and remote

ethernet extenders to connect and secure any branch environment. The Secure Connectivity solution includes FortiSwitch Secure Ethernet Switches, FortiAP Wireless Local Area Network Access Points and FortiExtender 5G Connectivity Gateways.

- **Unified Secure Access Service Edge (SASE)**—As applications move to the cloud and work from anywhere becomes established, cloud delivery enables secure access to applications on any cloud. The Fortinet Unified SASE solution is a single-vendor SASE solution that includes Firewall, SD-WAN, Secure Web Gateway, Cloud Access Services Broker, Data Loss Prevention, Zero Trust Network Access and cloud security, including Web Application Firewalls, Virtualized Firewalls and Cloud-Native Firewalls, among other products. These functions are delivered through our FortiOS operating systems, which can deploy the full SASE stack through the cloud or on our ASIC-driven appliances. All functions can be managed through a unified management console.
- **Security Operations (SecOps)**—Fortinet's Security Operations portfolio is comprised of cybersecurity solutions that identify, protect, detect, respond and recover, and are delivered as a platform that automates detection and response to accelerate discovery and remediation. The SecOps solution includes FortiAI generative AI assistant, FortiSIEM Security Information and Event Management, FortiSOAR Security Orchestration, Automation and Response, FortiEDR Endpoint Detection and Response, FortiXDR Extended Detection and Response, FortiMDR Managed Detection and Response Service, FortiNDR Network Detection and Response, FortiRecon Digital Risk Protection, FortiDeceptor Deception technology, FortiGuard SoCaaS, FortiSandbox Sandboxing Services and FortiGuard Incident Response Services, among other products.

FortiGuard Labs is our cybersecurity threat intelligence and research organization comprised of experienced threat hunters, researchers, analysts, engineers and data scientists who develop and utilize machine learning and AI technologies to provide timely protection updates and actionable threat intelligence for the benefit of our customers. FortiGuard Security Services are a suite of AI-powered security capabilities that are natively integrated as part of the Fortinet Security Fabric to deliver coordinated detection and enforcement across the entire attack surface. The portfolio consists of FortiGuard application security services, content security services, device security services, NOC/SOC security services and web security services.

FortiCare Technical Support Service is a per-device technical support service, which provides customers access to experts to ensure efficient and effective operations and maintenance of their Fortinet capabilities. Global technical support is offered 24x7 with flexible add-ons, including enhanced SLAs and premium hardware replacement through in-country depots. Organizations have the flexibility to procure different levels of service for different devices based on their availability needs. We offer three per-device support options tailored to the needs of our enterprise customers: FortiCare Premium, FortiCare Elite and FortiCare Essential. The FortiCare Elite service aims to provide 15-minute response times for key product families.

Additionally, Fortinet is committed to addressing the cybersecurity skills shortage through training and certification programs for customers, partners and employees. The Fortinet Training Institute's ecosystem of public and private partnerships around the world extend to industry, academia, government and nonprofits to ensure we are reaching and increasing access of our cybersecurity certifications and training to all populations. The Fortinet Training Institute has issued over 1 million certifications to date.

### **Financial Highlights**

- Total revenue was \$1.43 billion and \$2.79 billion during the three and six months ended June 30, 2024, an increase of 11% and 9%, respectively, compared to \$1.29 billion and \$2.56 billion in the same periods last year. Our revenue growth was driven by the growth in service revenue. Product revenue was \$451.9 million and \$860.8 million during the three and six months ended June 30, 2024, a decrease of 4% and 12%, respectively, compared to \$472.6 million and \$973.3 million in the same periods last year. Service revenue was \$982.4 million and \$1.93 billion during the three and six months ended June 30, 2024, an increase of 20% and 22%, respectively, compared to \$820.2 million and \$1.58 billion in the same periods last year.
- Total gross profit was \$1.16 billion and \$2.21 billion during the three and six months ended June 30, 2024, an increase of 16% and 13%, respectively, compared to \$997.0 million and \$1.95 billion in the same periods last year.
- Total gross margin was 80.8% and 79.2% during the three and six months ended June 30, 2024, an increase of 3.7 and 2.8 percentage points, respectively, compared to 77.1% and 76.4% in the same periods last year.
- Operating income was \$437.2 million and \$758.4 million during the three and six months ended June 30, 2024, an increase of 57% and 37%, respectively, compared to \$279.0 million and \$552.5 million in the same periods last year.

- Operating margin was 30.5% and 27.2% during the three and six months ended June 30, 2024, an increase of 8.9 and 5.6 percentage points, respectively, compared to 21.6% in the same periods last year.
- Cash, cash equivalents, short-term and long-term investments and marketable equity securities were \$3.34 billion as of June 30, 2024.
- Deferred revenue was \$5.90 billion, including short-term deferred revenue of \$2.98 billion, as of June 30, 2024.
- Cash flows from operating activities were \$1.17 billion during the six months ended June 30, 2024, a decrease of \$20.2 million, or 2%, compared to the same period last year.

On a geographic basis, revenue continues to be diversified globally, which remains a key strength of our business. During the three months ended June 30, 2024, the Americas region, the Europe, Middle East and Africa ("EMEA") region, and the Asia Pacific ("APAC") region contributed 42%, 39% and 19% of our total revenue, respectively and increased 11%, 12%, and 10% compared to the same period last year, respectively. During the six months ended June 30, 2024, the Americas, EMEA, and APAC regions contributed 41%, 40% and 19% of our total revenue, respectively, and increased by 9%, 12% and 4% compared to the same period last year, respectively.

Product revenue decreased 4% and 12%, respectively, during the three and six months ended June 30, 2024 compared to the same periods last year, due to the decrease in hardware revenue, partially offset by the increase in software revenue. The decrease in hardware revenue was impacted by the change in backlog from hardware shipped in the prior periods, reduced net prices on certain products and macroeconomic conditions. When we fulfill, ship and bill during a quarter to satisfy backlog, this increases our aggregate billings and revenue during any particular quarter. As the supply chain challenges normalize, our product revenue growth rate may be lower versus prior quarters where delivery from backlog contributed more to billings. For the remainder of 2024, we expect product revenue growth rates will continue to be impacted by drawdown of backlog and pricing actions in earlier periods.

Service revenue growth during the three and six months ended June 30, 2024 was 20% and 22%, respectively, as compared to the same periods last year, was primarily driven by the strength of our security subscription revenue, which grew 22% and 25%, respectively. The increase was primarily due to the recognition of service revenue from our growing deferred revenue balance related to FortiGuard and other security subscriptions delivered to on-premise and cloud-based environments and strength in unified SASE and SecOps. We expect our service revenue to continue to grow for the remainder of 2024, with growth opportunities that include unified SASE and SecOps offerings. While service revenue is expected to grow, we anticipate that the growth rates will ease for the remainder of 2024.

Our billings were diversified on a geographic basis. During the three months ended June 30, 2024, seven countries represented approximately 50% of our billings and the remaining 50% in the aggregate were from over 100 countries that each individually contributed less than 3% of our billings.

Operating expenses as a percentage of revenue decreased 5.2 and 2.8 percentage points, respectively, during the three and six months ended June 30, 2024 compared to the same periods last year, mainly driven by a decrease in personnel-related costs in sales and marketing and a decrease in marketing expenses. Headcount decreased to 13,527 employees and contractors as of June 30, 2024, comparatively flat compared to 13,568 as of December 31, 2023.

#### ***Impact of Macroeconomic and Geopolitical Developments***

Our overall performance depends in part on worldwide economic and geopolitical conditions, such as GDP growth, the war in Ukraine and the Israel-Hamas war or tensions between China and Taiwan, and their impact on customer behavior. Worsening economic conditions, including inflation, higher interest rates, slower growth, any recession, fluctuations in foreign exchange rates and other changes in economic conditions, may result in decreased sales productivity and growth and adversely affect our results of operations and financial performance. We have seen certain impacts on our business, results of operations, financial condition, cash flows, liquidity and capital and financial resources such as longer sales cycles, delayed purchases and increased commitments with certain suppliers and increased inventory and inventory purchase commitment reserves.

Worsening economic conditions may have a material negative impact on our results in future periods and may negatively impact our billings, revenue and costs, and may decrease growth and profitability. The extent of the impact of economic conditions on our operational and financial performance will depend on ongoing developments, including those discussed above and others identified in Part II, Item 1A "Risk Factors" in this Form 10-Q. Given the dynamic nature of these circumstances, the full impact of worsening economic conditions on our business and operations, results of operations, financial condition, cash flows, liquidity and capital and financial resources cannot be reasonably estimated at this time.



## Business Model

We typically sell our security solutions to distributors that sell to networking security focused resellers and to certain service providers and managed security service providers ("MSSPs"), who, in turn, sell to end-customers or use our products and services to provide hosted solutions to other enterprises. At times, we also sell directly to certain large enterprise customers, large service providers and major systems integrators. In addition, we sell our software licenses and services via different cloud service provider platforms, both directly and through our channel partners. Our end-customers are located in over 100 countries and include small, medium and large enterprises and government organizations across a wide range of industries, including financial services, government, healthcare, manufacturing, retail, technology and telecommunications. An end-customer deployment may involve as few as one or as many as thousands of secure networking, unified SASE and security operations technology products, depending on the end-customer's size and security requirements.

Our customers purchase our hardware products, software licenses and cloud-delivered solutions, as well as our FortiGuard and other security subscription and FortiCare technical support services. We generally invoice at the time of our sale for the total price of the products and services. Standard payment terms are generally no more than 60 days, though we may offer extended payment terms to certain distributors or certain transactions.

We also offer our products hosted in our own data centers, PoPs and through co-locations and major cloud service providers, including Amazon Web Services, Microsoft Azure and Google Cloud. We have also recognized revenue from customers who deploy our products in a bring-your-own-license ("BYOL") arrangements at cloud service providers or at private clouds. In a BYOL arrangement, a customer purchases a software license through our channel partners and deploys the software in a cloud provider's environment, in third-party clouds or in their private cloud.

## Key Metrics

We monitor several key metrics, including the key financial metrics set forth below, in order to help us evaluate growth trends, establish budgets, measure the effectiveness of our sales and marketing efforts, and assess operational efficiencies. The following table summarizes revenue, deferred revenue, billings (non-GAAP), net cash provided by operating activities, and free cash flow (non-GAAP). We discuss revenue below under "Results of Operations," and we discuss net cash provided by operating activities below under "—Liquidity and Capital Resources." Deferred revenue, billings (non-GAAP), and free cash flow (non-GAAP) are discussed immediately below the following table:

	Three Months Ended Or As Of			
	June 30, 2024		June 30, 2023	
	(in millions)			
Revenue	\$	1,434.3	\$	1,292.8
Deferred revenue	\$	5,896.2	\$	5,128.6
Billings (non-GAAP)	\$	1,540.6	\$	1,540.5
Net cash provided by operating activities	\$	342.0	\$	515.1
Free cash flow (non-GAAP)	\$	318.9	\$	438.3

**Deferred revenue.** Our deferred revenue consists of amounts that have been invoiced but that have not yet been recognized as revenue. The majority of our deferred revenue balance consists of the unrecognized portion of service revenue from FortiGuard and other security subscriptions and FortiCare technical support service contracts, which is recognized as revenue ratably over the service term. We monitor our deferred revenue balance, short-term and total deferred revenue growth and the mix of short-term and long-term deferred revenue because deferred revenue represents a significant portion of free cash flow and of revenue to be recognized in future periods. Deferred revenue was \$5.90 billion as of June 30, 2024, an increase of \$161.2 million, or 3%, from December 31, 2023. Short term deferred revenue was \$2.98 billion as of June 30, 2024, an increase of \$126.6 million, or 4%, from December 31, 2023.

**Billings (non-GAAP).** We define billings as revenue recognized in accordance with GAAP plus the change in deferred revenue from the beginning to the end of the period. We consider billings to be a useful metric for management and investors because billings drive current and future revenue, which is an important indicator of the health and viability of our business. There are several limitations related to the use of billings instead of GAAP revenue. First, billings include amounts that have not yet been recognized as revenue and are impacted by the term of FortiGuard security subscription and FortiCare and other support agreements. Second, we may calculate billings in a manner that is different from peer companies that report similar financial measures. Management accounts for these limitations by providing specific information regarding GAAP revenue and evaluating billings together with GAAP revenue. Total billings were \$1.54 billion for the three months ended June 30, 2024, remained flat compared to \$1.54 billion in the same period last year.

Our backlog may fluctuate over quarters. A reduction to backlog increases our aggregate billings and revenue during the quarter when delivered. If we experience supply chain shortages and cannot fulfill orders, our backlog may increase, which will negatively impact our aggregate billings and revenue in such quarter, and as the supply chain challenges normalized, our product revenue growth rate may be lower versus prior quarters where delivery from backlog contributed more to billings.

A reconciliation of revenue, the most directly comparable financial measure calculated and presented in accordance with GAAP, to billings is provided below:

	Three Months Ended	
	June 30, 2024	June 30, 2023
	(in millions)	
<b>Billings:</b>		
Revenue	\$ 1,434.3	\$ 1,292.8
Add: Change in deferred revenue	106.3	247.7
Total billings (non-GAAP)	\$ 1,540.6	\$ 1,540.5

*Free cash flow (non-GAAP).* We define free cash flow as net cash provided by operating activities minus purchases of property and equipment and excluding any significant non-recurring items. We believe free cash flow to be a liquidity measure that provides useful information to management and investors about the amount of cash generated by the business that, after capital expenditures, can be used for strategic opportunities, including repurchasing outstanding common stock, investing in our business, making strategic acquisitions, and strengthening the balance sheet. A limitation of using free cash flow rather than the GAAP measures of cash provided by or used in operating activities, investing activities, and financing activities is that free cash flow does not represent the total increase or decrease in the cash and cash equivalents balance for the period because it excludes cash flows from investing activities other than capital expenditures and cash flows from financing activities. Management accounts for this limitation by providing information about our capital expenditures and other investing and financing activities on the condensed consolidated statements of cash flows and under “—Liquidity and Capital Resources” and by presenting cash flows from investing and financing activities in our reconciliation of free cash flow. In addition, it is important to note that other companies, including companies in our industry, may not use free cash flow, may calculate free cash flow in a different manner than we do or may use other financial measures to evaluate their performance, all of which could reduce the usefulness of free cash flow as a comparative measure. A reconciliation of net cash provided by operating activities, the most directly comparable financial measure calculated and presented in accordance with GAAP, to free cash flow is provided below:

	Three Months Ended	
	June 30, 2024	June 30, 2023
	(in millions)	
<b>Free Cash Flow:</b>		
Net cash provided by operating activities	\$ 342.0	\$ 515.1
Less: Purchases of property and equipment	(23.1)	(76.8)
Free cash flow (non-GAAP)	\$ 318.9	\$ 438.3
Net cash used in investing activities	\$ (50.1)	\$ (424.1)
Net cash used in financing activities	\$ (14.0)	\$ (17.7)

### Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based upon our financial statements, which have been prepared in accordance with GAAP. These principles require us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue, cost of revenue and expenses, and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. To the extent that there are material differences between these estimates and our actual results, our future financial statements will be affected.

There were no material changes to our critical accounting policies and estimates as of and for the three and six months ended June 30, 2024, as compared to the critical accounting policies and estimates described in our Annual Report on Form 10-K filed with the SEC on February 26, 2024 (the “Form 10-K”).

See Note 1 of the notes to condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for information regarding recent accounting pronouncements.

## Results of Operations

### Three Months Ended June 30, 2024 and 2023

#### Revenue

	Three Months Ended					
	June 30, 2024			June 30, 2023		
	Amount	% of Revenue		Amount	% of Revenue	
(in millions, except percentages)						
Revenue:						
Product	\$ 451.9	32 %	\$ 472.6	37 %	\$ (20.7)	(4) %
Service	982.4	68	820.2	63	162.2	20
Total revenue	\$ 1,434.3	100 %	\$ 1,292.8	100 %	\$ 141.5	11 %
Revenue by geography:						
Americas	\$ 595.3	42 %	\$ 537.0	42 %	\$ 58.3	11 %
EMEA	565.2	39	506.9	39	58.3	12
APAC	273.8	19	248.9	19	24.9	10
Total revenue	\$ 1,434.3	100 %	\$ 1,292.8	100 %	\$ 141.5	11 %

Total revenue increased \$141.5 million, or 11%, during the three months ended June 30, 2024 compared to the same period last year. We continued to experience diversification of revenue geographically, and across customer and industry segments. Revenue from all regions grew, with the Americas and EMEA contributing the larger portion of the increase on an absolute dollar basis and EMEA, contributing the largest portion of the increase on a percentage basis.

Product revenue decreased \$20.7 million, or 4%, during the three months ended June 30, 2024 compared to the same period last year, due to the decrease in hardware revenue, partially offset by the increase in software revenue. The decrease in hardware revenue was impacted by the change in backlog from hardware shipped in the prior periods, reduced net prices on certain products and macroeconomic conditions. When we fulfill, ship and bill during a quarter to satisfy backlog, this increases our aggregate billings and revenue during any particular quarter. As the supply chain challenges normalize, our product revenue growth rate may be lower versus prior quarters where delivery from backlog contributed more to billings. For the remainder of 2024, we expect product revenue growth rates will continue to be impacted by drawdown of backlog in earlier periods and earlier pricing actions.

Service revenue increased \$162.2 million, or 20%, during the three months ended June 30, 2024 compared to the same period last year. Security subscription revenue increased \$101.4 million, or 22%, and technical support and other services revenue increased \$60.8 million, or 17%, during the three months ended June 30, 2024 compared to the same period last year. The increase was primarily due to the recognition of revenue from our growing deferred revenue balance related to FortiGuard and other security subscriptions delivered to on-premise and cloud-based environments and growth in SaaS solutions, including SASE and SecOps.

Of the service revenue recognized during the three months ended June 30, 2024, 90% was included in the deferred revenue balance as of March 31, 2024. Of the service revenue recognized during the three months ended June 30, 2023, 89% was included in the deferred revenue balance as of March 31, 2023. We expect service revenue growth rates to ease throughout the remainder of 2024 due to slowing deferred revenue and product revenue growth over the past several quarters, partially offset by increases in SaaS revenue.

## Cost of revenue and gross margin

	Three Months Ended			
	June 30, 2024	June 30, 2023	Change	% Change
(in millions, except percentages)				
Cost of revenue:				
Product	\$ 155.1	\$ 174.5	\$ (19.4)	(11) %
Service	119.9	121.3	(1.4)	(1)
Total cost of revenue	<u>\$ 275.0</u>	<u>\$ 295.8</u>	<u>\$ (20.8)</u>	(7) %
Gross margin (%):				
Product	65.7 %	63.1 %		
Service	87.8	85.2		
Total gross margin	80.8 %	77.1 %		

Total gross margin increased 3.7 percentage points during the three months ended June 30, 2024 compared to the same period last year, primarily driven by increased product and service gross margin and a shift in the revenue mix to higher margin service revenue. Revenue mix shifted by 5.1 percentage points from product revenue to service revenue, as a percentage of total revenue.

Product gross margin increased 2.6 percentage points during the three months ended June 30, 2024 compared to the same period last year, primarily due to lower expedite fees, a shift in revenue mix from hardware to software, lower freight costs and inventory related reserves expense, partially offset by reduced prices on certain products. During the first quarter 2024, we lowered list prices on select products. Cost of product revenue was comprised primarily of third-party contract manufacturers' costs, costs of materials used in production and inventory reserves.

Service gross margin increased 2.6 percentage points during the three months ended June 30, 2024 compared to the same period last year, primarily driven by slower labor and other cost growth and a revenue mix shift towards higher margin security subscription services. Cost of service revenue was comprised primarily of personnel-related costs, third-party repair and contract fulfillment, data center costs, colocation and cloud provider fees, supplies and facility-related costs.

## Operating expenses

	Three Months Ended					
	June 30, 2024			June 30, 2023		
	Amount	% of Revenue	Amount	% of Revenue	Change	% Change
(in millions, except percentages)						
Operating expenses:						
Research and development	\$ 165.4	12 %	\$ 153.3	12 %	\$ 12.1	8 %
Sales and marketing	501.3	35	515.9	40	(14.6)	(3)
General and administrative	56.6	4	49.9	4	6.7	13
Gain on intellectual property matter	(1.2)	—	(1.1)	—	(0.1)	9
Total operating expenses	\$ 722.1	50 %	\$ 718.0	56 %	\$ 4.1	1 %

### Research and development

Research and development expense increased \$12.1 million, or 8%, during the three months ended June 30, 2024 compared to the same period last year, primarily due to an increase of \$8.8 million in personnel-related costs as a result of increased headcount and compensation rates to support the development of new products and continued enhancements to our existing products. In addition, depreciation expense and other occupancy-related expense increased \$2.0 million and product development costs increased \$1.1 million. We currently intend to continue investing in our research and development organization, and expect research and development expense to increase in absolute dollars year over year during the remainder of 2024.

### *Sales and marketing*

Sales and marketing expense decreased \$14.6 million, or 3%, during the three months ended June 30, 2024 compared to the same period last year, primarily due to a decrease of \$11.4 million in personnel-related costs, a decrease of \$5.5 million in marketing expenses and the favorable impact of foreign currency fluctuations. The decreases were partially offset by an increase of \$1.6 million in travel expense. We currently intend to continue making investments in sales and marketing resources critical to support our future growth and expect our sales and marketing expense to increase in absolute dollars year over year during the remainder of 2024.

### *General and administrative*

General and administrative expense increased \$6.7 million, or 13%, during the three months ended June 30, 2024 compared to the same period last year, primarily due to an increase of \$6.3 million in legal related fees and other professional services fees. We currently expect general and administrative expense to increase in absolute dollars year over year during the remainder of 2024.

### *Operating income and margin*

We generated operating income of \$437.2 million during the three months ended June 30, 2024, an increase of \$158.2 million, or 57%, compared to \$279.0 million in the same period last year. Operating margin was 30.5% during the three months ended June 30, 2024, compared to 21.6% in the same period last year. The increase in operating margin was primarily due to 5.0 percentage points decrease in sales and marketing expense as a percentage of revenue, 3.7 percentage points increase in gross margin and 0.3 percentage points decrease in research and development expense as a percentage of revenue, partially offset by a 0.1 percentage point increase in general and administrative expense as a percentage of revenue.

### *Interest income, interest expense and other expense—net*

	Three Months Ended							
	June 30, 2024		June 30, 2023		Change	% Change		
	(in millions, except percentages)							
Interest income	\$	38.3	\$	31.6	\$	6.7	21	%
Interest expense	\$	(5.0)	\$	(5.2)	\$	0.2	(4)	%
Other expense—net	\$	(2.2)	\$	(6.2)	\$	4.0	(65)	%

Interest income increased \$6.7 million during the three months ended June 30, 2024 compared to the same period last year, primarily as a result of higher interest rates and investment balances. Interest income varies depending on our average investment balances during the period, types and mix of investments, and market interest rates. Interest expense remained comparatively flat during the three months ended June 30, 2024 compared to the same period last year. The \$4.0 million change in Other expense—net during the three months ended June 30, 2024 compared to the same period last year, was primarily due to a \$3.8 million lower loss on marketable equity securities.

### *Provision for income taxes*

	Three Months Ended			
	June 30, 2024	June 30, 2023	Change	% Change
	(in millions, except percentages)			
Provision for income taxes	\$ 76.5	\$ 27.6	\$ 48.9	177 %
Effective tax rate (%)	16 %	9 %		

Our effective tax rate was 16% for the three months ended June 30, 2024 compared to an effective tax rate of 9% for the same period last year. The provision for income taxes for the three months ended June 30, 2024 was primarily comprised of U.S. federal and state taxes, withholding taxes and foreign taxes totaling \$109.9 million, which were favorably affected by a tax benefit of \$27.2 million from the foreign-derived intangible income deduction (the "FDII deduction") and excess tax benefits from stock-based compensation expense of \$6.2 million.

The provision for income taxes for the three months ended June 30, 2023 was comprised of U.S. federal and state taxes, withholding taxes, and foreign taxes totaling \$84.8 million, which were favorably affected by a tax benefit of \$25.8 million from the FDII deduction, excess tax benefits from stock-based compensation expense of \$13.3 million, and the release of reserves of \$18.1 million on uncertain tax positions and the accrued interest thereon due to the expiration of statutes of limitations.

#### Loss from Equity Method Investments

	Three Months Ended			
	June 30, 2024	June 30, 2023	Change	% Change
(in millions, except percentages)				
Loss from equity method investments	\$ (12.0)	\$ (5.3)	\$ (6.7)	126 %

Loss from equity method investments increased \$6.7 million during the three months ended June 30, 2024 compared to the same period last year, primarily driven by the OTTI charge of \$8.0 million recorded during the three months ended June 30, 2024, partially offset by our proportionate share of Linksys' financial results including our share of the amortization of the basis differences improved over the same period last year.

#### Six Months Ended June 30, 2024 and 2023

#### Revenue

	Six Months Ended					
	June 30, 2024		June 30, 2023		Change	% Change
	Amount	% of Revenue	Amount	% of Revenue		
		(in millions, except percentages)				
Revenue:						
Product	\$ 860.8	31 %	\$ 973.3	38 %	\$ (112.5)	(12) %
Service	1,926.8	69	1,581.8	62	345.0	22
Total revenue	<u>\$ 2,787.6</u>	<u>100 %</u>	<u>\$ 2,555.1</u>	<u>100 %</u>	<u>\$ 232.5</u>	<u>9 %</u>
Revenue by geography:						
Americas	\$ 1,152.3	41 %	\$ 1,060.5	41 %	\$ 91.8	9 %
EMEA	1,104.6	40	985.1	39	119.5	12
APAC	530.7	19	509.5	20	21.2	4
Total revenue	<u>\$ 2,787.6</u>	<u>100 %</u>	<u>\$ 2,555.1</u>	<u>100 %</u>	<u>\$ 232.5</u>	<u>9 %</u>

Percentages have been rounded for presentation purposes and may differ from unrounded results.

Total revenue increased \$232.5 million, or 9%, during the six months ended June 30, 2024 compared to the same period last year. We continued to experience diversification of revenue geographically, and across customer and industry segments. Revenue from all regions grew, with EMEA contributing the largest portion of the increase on an absolute dollar basis and on a percentage basis.

Product revenue decreased \$112.5 million, or 12%, during the six months ended June 30, 2024 compared to the same period last year, due to the decrease in hardware revenue, partially offset by the increase in software revenue. The decrease in hardware revenue was impacted by the change in backlog from hardware shipped in the prior periods, reduced net prices on certain products and macroeconomic conditions. When we fulfill, ship and bill during a quarter to satisfy backlog, this increases our aggregate billings and revenue during any particular quarter. As the supply chain challenges normalize, our product revenue growth rate may be lower versus prior quarters where delivery from backlog contributed more to billings.

Service revenue increased \$345.0 million, or 22%, during the six months ended June 30, 2024 compared to the same period last year. Security subscription revenue increased \$216.6 million, or 25%, and technical support and other services revenue increased \$128.4 million, or 18%, during the six months ended June 30, 2024 compared to the same period last year. The increase was primarily due to the recognition of revenue from our growing deferred revenue balance related to FortiGuard and other security subscriptions delivered to on-premise and cloud-based environments and growth in SaaS solutions, including SASE and SecOps.

Of the service revenue recognized during the six months ended June 30, 2024, 84% was included in the deferred revenue balance as of December 31, 2023. Of the service revenue recognized during the six months ended June 30, 2023, 81% was included in the deferred revenue balance as of December 31, 2022. We expect service revenue growth rates to ease throughout the remainder of 2024 due to slowing deferred revenue and product revenue growth over the past several quarters, partially offset by increases in SaaS revenue.

#### Cost of revenue and gross margin

	Six Months Ended			
	June 30, 2024	June 30, 2023	Change	% Change
(in millions, except percentages)				
Cost of revenue:				
Product	\$ 337.9	\$ 368.1	\$ (30.2)	(8) %
Service	241.8	235.5	6.3	3 %
Total cost of revenue	\$ 579.7	\$ 603.6	\$ (23.9)	(4) %
Gross margin (%):				
Product	60.7 %	62.2 %		
Service	87.5	85.1		
Total gross margin	79.2 %	76.4 %		

Total gross margin increased 2.8 percentage points during the six months ended June 30, 2024 compared to the same period last year, primarily driven by a shift in the revenue mix to higher margin service revenue and increased service gross margin, partially offset by decreased product gross margin. Revenue mix shifted by 7.2 percentage points from product revenue to service revenue, as a percentage of total revenue.

Product gross margin decreased 1.5 percentage points during the six months ended June 30, 2024 compared to the same period last year, primarily due to inventory related reserves expense and reduced prices on certain products, partially offset by lower expedite fees, a shift in revenue mix from hardware to software and lower freight costs. During the first quarter of 2024, we lowered list prices on select products. Cost of product revenue was comprised primarily of third-party contract manufacturers' costs, costs of materials used in production and inventory reserves.

Service gross margin increased 2.4 percentage points during the six months ended June 30, 2024 compared to the same period last year, primarily driven by slower labor and other cost growth, pricing actions in earlier periods and a revenue mix shift towards higher margin security subscription services. Cost of service revenue was comprised primarily of personnel-related costs, third-party repair and contract fulfillment, data center costs, colocation and cloud provider fees, supplies and facility-related costs.

## Operating expenses

	Six Months Ended								
	June 30, 2024				June 30, 2023				
	Amount	% of Revenue		Amount	% of Revenue		Change	% Change	
	(in millions, except percentages)								
Operating expenses:									
Research and development	\$ 338.4	12 %	\$	304.4	12 %	\$	34.0	11 %	
Sales and marketing	1,002.4	36		994.2	39		8.2	1	
General and administrative	111.0	4		102.7	4		8.3	8	
Gain on intellectual property matter	(2.3)	—		(2.3)	—		—	—	
Total operating expenses	\$ 1,449.5	52 %	\$	1,399.0	55 %	\$	50.5	4 %	

### Research and development

Research and development expense increased \$34.0 million, or 11%, during the six months ended June 30, 2024 compared to the same period last year, primarily due to an increase of \$24.6 million in personnel-related costs as a result of increased headcount and compensation rates to support the development of new products and continued enhancements to our existing products. In addition, depreciation expense and other occupancy-related expense increased \$5.7 million and non-personnel-related product development costs increased \$3.1 million, partially offset by the favorable impact of foreign currency fluctuations.

### Sales and marketing

Sales and marketing expense increased \$8.2 million, or 1%, during the six months ended June 30, 2024 compared to the same period last year, primarily due to an increase of \$10.3 million in personnel-related costs. In addition, travel expense increased \$4.4 million and depreciation expense and other occupancy-related expense increased \$1.9 million. The increases were partially offset by a decrease of \$10.8 million in marketing-related expense and the favorable impact of foreign currency fluctuations.

### General and administrative

General and administrative expense increased \$8.3 million, or 8%, during the six months ended June 30, 2024 compared to the same period last year, primarily due to an increase of \$10.1 million in legal related fees and other professional services fees, an increase of \$2.0 million in depreciation expense and other occupancy-related expense, partially offset by a decrease of \$2.9 million in provision for expected credit losses.

### Operating income and margin

We generated operating income of \$758.4 million during the six months ended June 30, 2024, an increase of \$205.9 million, or 37%, compared to \$552.5 million in the same period last year. Operating margin was 27.2% during the six months ended June 30, 2024, compared to 21.6% in the same period last year. The increase in operating margin was primarily due to 3.0 percentage points decrease in sales and marketing expense as a percentage of revenue and 2.8 percentage points increase in gross margin, partially offset by a 0.2 percentage point increase in research and development expense as a percentage of revenue.

## Interest income, interest expense and other expense—net

	Six Months Ended							
	June 30, 2024		June 30, 2023		Change	% Change		
	(in millions, except percentages)							
Interest income	\$	70.5	\$	52.2	\$	18.3	35	%
Interest expense	\$	(10.1)	\$	(10.2)	\$	0.1	(1)	%
Other expense—net	\$	(5.1)	\$	(4.2)	\$	(0.9)	21	%



Interest income increased \$18.3 million during the six months ended June 30, 2024 compared to the same period last year, primarily as a result of higher interest rates and investment balances. Interest income varies depending on our average investment balances during the period, types and mix of investments, and market interest rates. Interest expense remained comparatively flat during the six months ended June 30, 2024 compared to the same period last year. The \$0.9 million change in Other expense—net during the six months ended June 30, 2024 compared to the same period last year, was primarily due to an increase of \$4.0 million foreign currency exchange losses, partially offset by a \$3.5 million lower loss on marketable equity securities.

#### **Provision for income taxes**

	Six Months Ended							
	June 30, 2024		June 30, 2023					
			Change	% Change				
	(in millions, except percentages)							
Provision for income taxes	\$	116.0	\$	48.9	\$	67.1	137	%
Effective tax rate (%)		14	%	8	%			

Our effective tax rate was 14% for the six months ended June 30, 2024 compared to an effective tax rate of 8% for the same period last year. The provision for income taxes for the six months ended June 30, 2024 was primarily comprised of U.S. federal and state taxes, withholding taxes and foreign taxes that were \$191.3 million. This provision for income taxes was favorably affected by a tax benefit of \$50.8 million from the FDII deduction, and excess tax benefits from stock-based compensation expense of \$24.5 million.

The provision for income taxes for the six months ended June 30, 2023 was comprised of U.S. federal and state taxes, withholding taxes, and foreign taxes that were \$170.6 million, which were offset by a tax benefit of \$64.0 million from the FDII deduction, excess tax benefits from stock-based compensation expense of \$39.6 million, and the release of reserves of \$18.1 million on uncertain tax positions and the accrued interest thereon due to the expiration of statutes of limitations.

#### **Loss from Equity Method Investments**

	Six Months Ended			
	June 30, 2024	June 30, 2023	Change	% Change
	(in millions, except percentages)			
Loss from equity method investments	\$ (18.6)	\$ (27.4)	\$ 8.8	(32) %

Loss from equity method investments decreased \$8.8 million during the six months ended June 30, 2024 compared to the same period last year, primarily driven by our proportionate share of Linksys' financial results including our share of the amortization of the basis differences improved over the same period last year, partially offset by the OTTI charge of \$8.0 million recorded during the three months ended June 30, 2024.

## Liquidity and Capital Resources

	As of	
	June 30, 2024	December 31, 2023
	(in millions)	
Cash and cash equivalents	\$ 2,203.2	\$ 1,397.9
Short-term and long-term investments	1,114.9	1,021.5
Marketable equity securities	21.2	21.0
Total cash, cash equivalents, investments and marketable equity securities	\$ 3,339.3	\$ 2,440.4
Working capital	\$ 1,194.0	\$ 709.3

  

	Six Months Ended	
	June 30, 2024	June 30, 2023
	(in millions)	
Net cash provided by operating activities	\$ 1,172.4	\$ 1,192.6
Net cash used in investing activities	(320.4)	(466.5)
Net cash used in financing activities	(44.3)	(31.4)
Effect of exchange rate changes on cash and cash equivalents	(2.4)	(1.3)
Net increase in cash and cash equivalents	\$ 805.3	\$ 693.4

Liquidity and capital resources are primarily impacted by our operating activities, as well as real estate purchases and other capital expenditures, payment of taxes in connection with the net settlement of equity awards and proceeds from the issuance of common stock and repurchases of our common stock.

In recent years, we have received significant capital resources from our billings to customers, issuance of investment grade debt and, to some extent, from the exercise of stock options by our employees. Additional increases in billings may depend on a number of factors, including demand for and availability of our products and services, competition, pricing actions, market or industry changes, macroeconomic events such as rising inflation and interest rates, economic strength, supply chain capacity and disruptions, international conflicts, including the war in Ukraine and the Israel-Hamas war, and our ability to execute. We expect proceeds from the exercise of stock options in future years to be impacted by the increased mix of restricted stock units and performance stock units versus stock options granted to our employees and to vary based on our share price.

In January 2024, our board of directors approved a \$500.0 million increase in the authorized share repurchase amount under the Repurchase Program, bringing the aggregate amount authorized to be repurchased to \$7.25 billion of our outstanding common stock. In February 2024, our board of directors approved an extension of the Repurchase Program to February 28, 2025. As of June 30, 2024, approximately \$1.03 billion remained available for future share repurchases.

We expect to continue to increase our data centers, PoPs, office and warehouse capacity to support growth and the expansion of existing services or introduction of new services. As we purchase new properties, we will work to incorporate these properties into the environmental goals we have established. We estimate capital expenditures to be between approximately \$75.0 million and \$115.0 million in the second half of 2024.

We believe that our cash provided by operating activities, together with our existing cash, cash equivalents and investments will be sufficient to meet our anticipated cash needs and do not currently intend to retire our Senior Notes early. Refer to Note 9, Debt, in Part I, Item 1 of this Quarterly Report on Form 10-Q for information on the Senior Notes. As of June 30, 2024, the long-term debt, net of unamortized discount and debt issuance costs, was \$993.3 million.

We purchase components of our inventory from certain suppliers and use several independent contract manufacturers to provide manufacturing services for our products. During the normal course of business, in order to manage manufacturing lead times and help ensure adequate component supply, we enter into agreements with contract manufacturers and suppliers that allow them to procure inventory based upon criteria as defined by us or establish the parameters defining our requirements. A significant portion of our reported purchase commitments arising from these agreements consists of firm, non-cancelable and unconditional commitments. Certain of these inventory purchase commitments with contract manufacturers and suppliers relate to arrangements to secure supply and pricing for certain product components for multi-year periods. In certain instances, these agreements allow us the option to reschedule and adjust our requirements based on our business needs prior to firm orders being placed.

These inventory purchase commitments as of June 30, 2024 totaled \$566.7 million, a decrease of \$70.6 million compared to \$637.3 million as of December 31, 2023 due to fulfillment of customer demand as our supply availability improved and our continued efforts to work with contract manufacturers and suppliers to optimize our inventory and purchase commitment position. We record a liability for inventory purchase commitments in excess of our future demand forecasts consistent with the valuation of our excess and obsolete inventory. As of June 30, 2024 and December 31, 2023, the liability for these inventory purchase commitments was \$105.2 million and \$84.7 million, respectively, and was recorded in accrued liabilities on our condensed consolidated balance sheets.

We increased our purchase commitments in prior years to address significant supply constraints seen industry-wide due to component shortages. Our agreements secured supply and pricing for certain product components with contract manufacturers to meet customer demand and to address extended lead times.

Inventory and supply chain management remain areas of focus as we balance the need to maintain supply chain flexibility to help ensure competitive lead times with the risk of inventory obsolescence because of supply constraints, rapidly changing technology and customer requirements. We believe the amount of our inventory and purchase commitments is appropriate for our current and expected customer demand and revenue levels.

We also have open purchase orders and contractual obligations in the ordinary course of business for which we have not received goods or services. As of June 30, 2024, we had \$40.4 million in other contractual commitments having a remaining term in excess of one year that are non-cancelable.

There have been no significant changes to our leases as disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023.

As of June 30, 2024, our cash, cash equivalents and short-term and long-term investments of \$3.32 billion were invested primarily in deposit accounts, commercial paper, corporate debt securities, U.S. government and agency securities, certificates of deposit and term deposits and money market funds. It is our investment policy to invest excess cash in a manner that preserves capital, provides liquidity and generates return without significantly increasing risk. We do not enter into investments for trading or speculative purposes.

The amount of cash, cash equivalents and investments held by our international subsidiaries was \$164.0 million as of June 30, 2024 and \$199.9 million as of December 31, 2023.

We believe that our existing cash and cash equivalents and cash flow from operations will be sufficient for at least the next 12 months to meet our requirements and plans for cash, including meeting our working capital requirements and capital expenditure requirements. In the long term, our ability to support our requirements and plans for cash, including our working capital and capital expenditure requirements will depend on many factors, including our growth rate; the timing and amount of our share repurchases; the expansion of sales and marketing activities, pricing actions, the introduction of new and enhanced products and services offerings; the continuing market acceptance of our products; the timing and extent of spending to support development efforts; our investments in purchasing, developing or leasing real estate; cash paid for taxes and macroeconomic impacts such as rising inflation and interest rates; and the war in Ukraine and the Israel-Hamas war. Historically, we have required capital principally to fund our working capital needs, share repurchases, capital expenditures and acquisition activities. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all.

As of June 30, 2024, we did not have any relationships with unconsolidated organizations or financial partnerships, such as structured finance or special purpose entities that would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

### **Operating Activities**

Cash generated by operating activities is our primary source of liquidity. It is primarily comprised of net income, as adjusted for non-cash items and changes in operating assets and liabilities. Non-cash adjustments consist primarily of amortization of deferred contract costs, stock-based compensation and depreciation and amortization. Changes in operating assets and liabilities consist primarily of changes in accounts receivable—net, deferred revenue, deferred contract costs, deferred tax assets, inventory, accounts payable and accrued liabilities.

Our operating activities during the six months ended June 30, 2024 provided cash flows of \$1.17 billion as a result of the continued growth of our business, improved profitability and our ability to successfully manage our working capital. Changes in operating assets and liabilities primarily resulted from an increase in sales of our security subscription services and technical support services to new and existing customers, as reflected by an increase of \$161.7 million in our deferred revenue

during the six months ended June 30, 2024. In addition, changes in operating assets and liabilities were driven by a decrease of \$318.9 million in accounts receivable—net, an increase of \$136.0 million in deferred contract costs, an increase of \$130.3 million in deferred tax assets, a decrease of \$85.2 million in inventory, a decrease of \$67.2 million in accounts payable and a decrease of \$24.9 million in accrued liabilities.

### ***Investing Activities***

The changes in cash flows from investing activities primarily relate to timing of purchases, maturities and sales of investments, purchases of property and equipment, investments in various companies and business acquisitions. Historically, in making a lease-versus-ownership decision related to warehouse, office or data center space, we have considered various factors including financial metrics, expected long-term growth rates, time to market and changes in asset values. In certain cases, we have elected to own a facility if we believe that purchasing or developing buildings rather than leasing is more closely aligned with our long-term strategy. We expect to make similar decisions in the future. We may also make cash payments in connection with future business combinations.

During the six months ended June 30, 2024, cash used in investing activities was \$320.4 million, primarily driven by \$245.0 million used for the purchases of property and equipment, \$69.7 million spent for purchases of investments, net of maturities and sales of investments and \$5.7 million used for the acquisitions of certain assets and liabilities in a business combination, net of cash.

### ***Financing Activities***

The changes in cash flows from financing activities primarily relate to repurchase and retirement of common stock, and taxes paid related to net share settlement of equity awards, net of proceeds from the issuance of common stock under our Amended and Restated Fortinet, Inc. 2009 Equity Incentive Plan.

During the six months ended June 30, 2024, cash used in financing activities was \$44.3 million, primarily driven by \$43.5 million used to pay tax withholding, net of proceeds from the issuance of common stock.

## **ITEM 3. Quantitative and Qualitative Disclosures about Market Risk**

There were no material changes in our market risk during the six months ended June 30, 2024 compared to the disclosures in Part II, Item 7A of the Form 10-K.

## **ITEM 4. Controls and Procedures**

### ***Evaluation of Disclosure Controls and Procedures***

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) or 15d-15(e) under the Exchange Act as of June 30, 2024. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Based on that evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures were effective as of June 30, 2024 to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

### ***Changes in Internal Control over Financial Reporting***

There were no changes in our internal controls over financial reporting (as defined in Rules 13a-15(f) or 15d-15(f) under the Exchange Act) during the quarter ended June 30, 2024, that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

## PART II—OTHER INFORMATION

### ITEM 1. Legal Proceedings

We are subject to various claims, complaints and legal actions that arise from time to time. We accrue for contingencies when we believe that a loss is probable and that we can reasonably estimate the amount of any such loss. There can be no assurance that existing or future legal proceedings arising in the ordinary course of business or otherwise will not have a material adverse effect on our business, consolidated financial position, results of operations or cash flows. Refer to Note 10. Commitments and Contingencies in Part I, Item 1 of this Quarterly Report on Form 10-Q for additional information.

### ITEM 1A. Risk Factors

*Investing in our common stock involves a high degree of risk. Investors should carefully consider the following risks and all other information contained in this Quarterly Report on Form 10-Q, including our condensed consolidated financial statements and the related notes, before investing in our common stock. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, also may become important factors that affect us. If any of the following risks materialize, our business, financial condition and results of operations could be materially harmed. In that case, the trading price of our common stock could decline substantially, and investors may lose some or all of their investment. We have summarized risks immediately below and encourage investors to carefully read the entirety of this Risk Factors section.*

#### Risks Related to Our Business and Financial Position

***Our operating results are likely to vary significantly and be unpredictable.***

Our operating results have historically varied from period to period, and we expect that they will continue to do so as a result of a number of factors, many of which are outside of our control or may be difficult to predict, including:

- economic conditions, including macroeconomic and regional economic challenges resulting, for example, from a recession or other economic downturn, increased inflation or possible stagflation in certain geographies, rising interest rates, the war in Ukraine, the Israel-Hamas war, tensions between China and Taiwan, or other factors;
- sales strategy, productivity and execution, and our ability to attract and retain new end-customers or sell additional products and services to our existing end-customers, including customer demand for platform solutions like ours versus point solutions;
- our ability to successfully anticipate market changes related to cloud-based solutions and to sell, support and meet service level agreements related to cloud-based solutions;
- component shortages, including chips and other components, and product inventory shortages, including those caused by factors outside of our control, such as epidemics and pandemics, supply chain disruptions, inflation and other cost increases, international trade disputes or tariffs, natural disasters, health emergencies, power outages, civil unrest, labor disruption, international conflicts, terrorism, wars, such as the war in Ukraine and the Israel-Hamas war, and critical infrastructure attacks;
- inventory management, including future inventory purchase commitments;
- the level of demand for our products and services, which may render forecasts inaccurate, increase backlog or future inventory purchase commitments and lead to price decreases;
- our backlog may fluctuate over quarters. A reduction to backlog increases our aggregate billings and revenue during the quarter when delivered. If we experience supply chain shortages and cannot fulfill orders, our backlog may increase, which will negatively impact our aggregate billings and revenue in such quarter;
- as the supply chain challenges normalize, our product revenue growth rate may be lower versus prior quarters where delivery from backlog contributed more to billings. We expect billings growth to normalize and lower impact from backlog fluctuations. For the first half of 2024, the comparably lower backlog contribution to billings has resulted in decreased year-over-year quarterly growth rate;

- supplier cost increases and any lack of market acceptance of our price increases designed to help offset any supplier cost increases;
- the timing of channel partner and end-customer orders and our reliance on a concentration of shipments at the end of each quarter or changes in shipping terms;
- the impact to our business, the global economy, disruption of global supply chains and creation of significant volatility and disruption of the financial markets due to factors such as increased inflation or possible stagflation in certain geographies, increasing or decreasing interest rates, the war in Ukraine and the Israel-Hamas war and other factors;
- any actual or perceived vulnerabilities in our products or services, and any actual or perceived breach of our network or our customers' networks;
- the timing of shipments, which may depend on factors such as inventory levels, logistics, manufacturing or shipping delays, our ability to ship products on schedule and our ability to accurately forecast inventory requirements and our suppliers' ability to deliver components and finished goods;
- increased expenses, unforeseen liabilities or write-downs and any negative impact on results of operations from any acquisition or equity investment, as well as accounting risks, integration risks related to product plans and products and risks of negative impact by such acquisitions and equity investments on our financial results;
- investors' expectations of our performance relating to environmental, social and governance ("ESG") and commitment to carbon neutrality;
- certain customer agreements which contain service-level agreements, under which we guarantee specified availability of our platform and solutions;
- inconsistent data security requirements and enforcement across certain jurisdictions;
- impairments as a result of certain events or changes in circumstances;
- the mix of products sold and the mix of revenue between products and services, as well as the degree to which products and services are bundled and sold together for a package price;
- the purchasing practices and budgeting cycles of our channel partners and end-customers, including the effect of the end of product lifecycles, refresh cycles or price decreases;
- any decreases in demand by channel partners or end-customers, including any such decreases caused by factors outside of our control such as natural disasters and health emergencies, including earthquakes, droughts, fires, power outages, typhoons, floods, pandemics or epidemics and manmade events such as civil unrest, labor disruption, international trade disputes, international conflicts, terrorism, wars, such as the war in Ukraine and the Israel-Hamas war, and critical infrastructure attacks;
- the effectiveness of our sales organization, generally or in a particular geographic region, including the time it takes to hire sales personnel, the timing of hiring and our ability to hire and retain effective sales personnel, our efforts to align our sales capacity and market demand and any negative impact to our sales and the effectiveness of our sales team based on changes to sales compensation or to our sales compensation plan;
- sales productivity and sales execution risk related to effectively selling to all segments of the market, including enterprise and small- and medium-sized businesses, government organizations and service providers, and to selling our broad security product and services portfolio, including, among other execution risks, risks associated with the complexity and distraction in selling to all segments, increased competition and unpredictability of timing to close larger enterprise and large organization deals, and the risk that our sales representatives do not effectively sell products and services;
- execution risk associated with our efforts to capture the opportunities related to our identified growth drivers, such as risk associated with our ability to capitalize on the convergence of networking and security, vendor consolidation of various cyber security solutions, SD-WAN, infrastructure security, security operations, SASE and other cloud security solutions, endpoint protection, and IoT and OT security opportunities;
- the seasonal buying patterns of our end-customers;

- the timing and level of our investments in sales and marketing, and the impact of such investments on our operating expenses, operating margin and the productivity, capacity, tenure and effectiveness of execution of our sales and marketing teams;
- the timing of revenue recognition for our sales, including any impacts resulting from extension of payment terms and fluctuations in backlog levels, which could result in more variability and less predictability in our quarter-to-quarter revenue and operating results;
- the level of perceived threats to network security, which may fluctuate from period to period;
- changes in the requirements, market needs or buying practices and patterns of our distributors, resellers or end-customers;
- changes in the growth rates of the network security market in particular and other security and networking markets, such as SD-WAN, OT, switches, access points, security operations, SASE and other cloud solutions for which we and our competitors sell products and services;
- the timing and success of new product and service introductions or enhancements by us or our competitors, or any other change in the competitive landscape of our industry, including consolidation among our competitors, partners or end-customers;
- the deferral of orders from distributors, resellers or end-customers in anticipation of new products or product enhancements announced by us or our competitors, price decreases or changes in our registration policies, or the acceleration of orders in response to our announced or expected price list increases;
- increases or decreases in our billings, revenue and expenses caused by fluctuations in foreign currency exchange rates or a strengthening of the U.S. dollar, as a significant portion of our expenses is incurred and paid in currencies other than the U.S. dollar, and the impact such fluctuations may have on the actual prices that our partners and customers are willing to pay for our products and services;
- compliance with existing laws and regulations;
- our ability to obtain and maintain permits, clearances and certifications that are applicable to our ability to conduct business with the U.S. federal government, other foreign and local governments and other industries and sectors;
- litigation, litigation fees and costs, settlements, judgments and other equitable and legal relief granted related to litigation;
- the impact of cloud-based and hosted security solutions on our billings, revenue, operating margins and free cash flow;
- decisions by potential end-customers to purchase network security solutions from newer technology providers, from larger, more established security vendors or from their primary network equipment vendors;
- price competition and increased competitiveness in our market, including the competitive pressure caused by product refresh cycles and inventory levels;
- our ability to both increase revenue and manage and control operating expenses in order to maintain or improve our operating margins;
- changes in customer renewal rates or attach rates for our services;
- changes in the timing of our billings, collection for our contracts or the contractual term of service sold;
- changes in our estimated annual effective tax rates and the tax treatment of research and development expenses and the related impact of cash from operations;
- changes in circumstances and challenges in business conditions, including decreased demand, which may negatively impact our channel partners' ability to sell the current inventory they hold and negatively impact their future purchases of products from us;

- increased demand for cloud-based and hosted services and the uncertainty associated with transitioning to providing such services;
- potential shift or migration from physical appliances that deliver on-premises network security to cloud and SaaS-based security services;
- our channel partners having insufficient financial resources to withstand changes and challenges in business conditions;
- disruptions in our channel or termination of our relationship with important channel partners, including as a result of consolidation among distributors and resellers of security solutions;
- insolvency, credit or other difficulties confronting our key suppliers and channel partners, which could affect their ability to purchase or pay for products and services and which could disrupt our supply or distribution chain;
- policy changes and uncertainty with respect to immigration laws, trade policy and tariffs, including increased tariffs applicable to countries where we manufacture our products, foreign imports and tax laws related to international commerce;
- political, economic and social instability, including geo-political instability and uncertainty, such as that caused by the war in Ukraine, the Israel-Hamas war, tensions between China and Taiwan, and any disruption or negative impact on our ability to sell to, ship product to and support customers in certain regions based on trade restrictions, embargoes and export control law restrictions;
- general economic conditions, both in domestic and foreign markets;
- future accounting pronouncements or changes in our accounting policies as well as the significant costs that may be incurred to adopt and comply with these new pronouncements;
- possible impairments or acceleration of depreciation of our existing real estate due to our current real estate investments and future acquisition and development plans; and
- legislative or regulatory changes, such as with respect to privacy, information and cybersecurity, exports, the environment, regional component bans, and requirements for local manufacture.

Any one of the factors above or the cumulative effect of some of the factors referred to above may result in significant fluctuations in our quarterly financial and other operating results. This variability and unpredictability could result in failing to meet our internal operating plan or the expectations of securities analysts or investors for any period. If we fail to meet or exceed such expectations for these or any other reasons, the market price of our shares could fall substantially and we could face costly lawsuits, including securities class action suits. In addition, a significant percentage of our operating expenses are fixed in nature over the near term. Accordingly, in the event of revenue shortfalls, we are generally unable to mitigate the negative impact on margins in the short term.

***Adverse economic conditions, such as a possible recession and possible impacts of inflation or stagflation, increasing or decreasing interest rates, reduced information technology spending, including firewall and other security spending, or any economic downturn or recession, may adversely impact our business.***

Our business depends on the overall demand for information technology and on the economic health of our current and prospective customers. In addition, the purchase of our products is often discretionary and may involve a significant commitment of capital and other resources. Weak global and regional economic conditions and spending environments, based on a downturn in the economy, a possible recession and the effects of ongoing or increased inflation or possible stagflation in certain geographies, increasing or decreasing interest rates, geopolitical instability and uncertainty, a reduction in information technology spending regardless of macroeconomic conditions, the effects of epidemics and pandemics and the impact of the war in Ukraine and the Israel-Hamas war each could have a material adverse impacts on our financial condition and results of operations and our business, including resulting in longer sales cycles, lower prices for our products and services, increased component costs, higher default rates among our channel partners, reduced unit sales, lower prices and slower or declining growth. These can negatively impact our business by putting downward pressure on growth if we are unable to achieve the increases in product prices necessary to appropriately offset the additional costs in a manner sufficient to maintain margins. Any of these impacts may materially and adversely affect our business, financial condition, results of operations and liquidity.



The existence of inflation in certain economies has resulted in, and may continue to result in, increasing or decreasing interest rates and capital costs, increased component or shipping costs, increased costs of labor, weakening exchange rates and other similar effects. Although we take measures to mitigate risks such as those associated with inflation, the mitigating measures may not be effective or their impact may not offset the increased cost of inflation in a timely manner. Inflation, an economic downturn, a recession and any other economic challenges may also adversely impact spending patterns by our distributors, resellers and end-customers.

***Our billings, revenue and free cash flow growth may slow or may not continue , and our operating margins may decline.***

We may experience slowing growth or a decrease in billings, revenue, operating margin and free cash flow for a number of reasons, including a slowdown in pipeline growth or for demand for our products or services generally, a shift in demand from products to services, decrease in services revenue growth, increased competition, execution challenges including sales execution challenges and lack of optimal sales productivity, worldwide or regional economic challenges based on inflation or possible stagflation, a regional recession or a recession in the global economy, rising interest rates, the war in Ukraine and the Israel-Hamas war, a decrease in the growth of our overall market or softness in demand in certain geographies or industry verticals, such as the service provider industry, changes in our strategic opportunities, execution risks, lower sales productivity and our failure for any reason to continue to capitalize on sales and growth opportunities due to other risks identified in the risk factors described in this periodic report. Our expenses as a percentage of total revenue may be higher than expected if our revenue is lower than expected. If our investments in sales and marketing and other functional areas do not result in expected billings and revenue growth, we may experience margin declines. In addition, we may not be able to sustain our historical profitability levels in future periods if we fail to increase billings, revenue or deferred revenue, and do not appropriately manage our cost structure, free cash flow, or encounter unanticipated liabilities. As a result, any failure by us to maintain profitability and margins and continue our billings, revenue and free cash flow growth could cause the price of our common stock to materially decline.

***Our real estate investments, including construction or acquisition of new data centers, data center expansions or office buildings, could involve significant risks to our business.***

In order to sustain our growth in certain of our existing and new markets, we may expand existing data centers, lease new facilities or acquire suitable land, with or without structures, to build new data centers or office buildings. These projects expose us to risks which could have an adverse effect on our results of operations and financial condition. The current global supply chain and inflation issues have exacerbated many of these construction risks and created additional risks for our business. Some of the risks associated with construction projects include:

- construction delays;
- lack of availability and delays for data center equipment, including items such as generators and switchgear;
- unexpected budget changes;
- increased prices for and delays in obtaining building supplies, raw materials and data center equipment;
- labor availability, labor disputes and work stoppages with contractors, subcontractors and other third parties;
- unanticipated environmental issues and geological problems;
- delays related to permitting and approvals to open from public agencies and utility companies;
- unexpected lack of power access;
- failure or inability for any reason to meet customer requirements and service level agreements, and any resulting penalties or liabilities related thereto;
- investor expectations regarding ESG;
- delays in site readiness leading to our failure to meet commitments made to customers; and
- unanticipated customer requirements that would necessitate alternative data center design, making our sites less desirable or leading to increased costs in order to make necessary modifications or retrofits.

All construction-related projects require us to carefully select and rely on the experience of one or more designers, general contractors and associated subcontractors during the design and construction process. Should a designer, general

contractor, significant subcontractor or key supplier experience financial problems or other problems during the design or construction process, we could experience significant delays, increased costs to complete the project and/or other negative impacts to our expected returns.

We have broad insurance programs covering our properties and operating activities with limits of liability, deductibles and self-insured retentions that we believe are comparable to similarly situated companies. We believe the policy specifications and insured limits of these policies are adequate and appropriate. There are, however, certain types of extraordinary losses which may not be adequately covered under our insurance program. In addition, we could sustain losses due to insurance deductibles, self-insured retention, uninsured claims or casualties or losses in excess of applicable coverage. If an uninsured loss or a loss in excess of insured limits occurs, we could lose all or a portion of the capital we have invested in a property, as well as the anticipated future revenue from the property. In such an event, we might nevertheless remain obligated for any mortgage debt or other financial obligations related to the property. Material losses in excess of insurance proceeds may occur in the future. Such events could materially and adversely affect our financial condition and results of operations.

Additionally, under various federal, state and local environmental laws, ordinances and regulations, a current or previous owner or operator of real property may be liable for the costs of removal or remediation of hazardous or toxic substances on, under or in that property. Those laws often impose liability even if the owner or operator did not cause or know of the presence of hazardous or toxic substances and even if the storage of those substances was in violation of a customer's lease. In addition, the presence of hazardous or toxic substances, or the failure of the owner to address their presence on the property, may adversely affect the owner's ability to borrow using that real property as collateral. Any environmental issues related to our real estate activities could materially and adversely affect our financial condition and results of operations.

***We are dependent on the continued services and performance of our senior management, the loss of any of whom could adversely affect our business, operating results and financial condition.***

Our future performance depends on the continued services and continuing contributions of our senior management to execute on our business plan and to identify and pursue new opportunities and product innovations. The loss of services of members of senior management, particularly Ken Xie, our Co-Founder, Chief Executive Officer and Chairman, or Michael Xie, our Co-Founder, President and Chief Technology Officer, or of any of our senior sales leaders or functional area leaders, could significantly delay or prevent the achievement of our development and strategic objectives. The loss of the services or the distraction of our senior management for any reason could adversely affect our business, financial condition and results of operations.

***We rely on third-party channel partners for substantially all of our revenue. If our partners fail to perform, our ability to sell our products and services will be limited, and if we fail to optimize our channel partner model going forward, our operating results may be harmed. Additionally, a small number of distributors represents a large percentage of our revenue and accounts receivable, and one distributor accounted for 30% of our total net accounts receivable as of June 30, 2024.***

A significant portion of our sales is generated through a limited number of distributors, and substantially all of our revenue is from sales by our channel partners, including distributors and resellers. We depend on our channel partners to generate a significant portion of our sales opportunities and to manage our sales process. To the extent our channel partners are unsuccessful in selling our products, or if we are unable to enter into arrangements with and retain a sufficient number of high-quality channel partners in each of the regions in which we sell products, we are unable to keep them motivated to sell our products, or our channel partners shift focus to other vendors and/or our competitors, our ability to sell our products and operating results may be harmed. The termination of our relationship with any significant channel partner may adversely impact our sales and operating results. If we change our partner strategy, such as if we start engaging in more sales directly with customers, and if we terminate partners or partners terminate or reduce selling on our behalf based on changes in our strategy or for any other reason, this could harm our results.

In addition, a small number of channel partners represents a large percentage of our revenue and gross accounts receivable. We are exposed to the credit and liquidity risk of some of our channel partners and to credit exposure in weakened markets, which could result in material losses. Our dependence on a limited number of key channel partners means that our billings, revenue and operating results may be harmed by the inability of these key channel partners to successfully sell our products and services, or if any of these key channel partners is unable or unwilling to pay us, terminates its relationship with us or goes out of business. Although we have programs in place that are designed to monitor and mitigate credit and liquidity risks, we cannot guarantee these programs will be effective in reducing our credit risks. If we are unable to adequately control these risks, our business, operating results, and financial condition could be harmed. If channel partners fail to pay us under the terms of our agreements or we are otherwise unable to collect on our accounts receivable from these channel partners, we may be adversely affected both from the inability to collect amounts due and the cost of enforcing the terms of our contracts, including litigation. Our channel partners may seek bankruptcy protection or other similar relief and fail to pay amounts due to us, or pay those amounts more slowly, either of which could adversely affect our operating results, financial position, and cash flow. We may be further impacted by consolidation of our existing channel partners. In such instances, we may experience

changes to our overall business and operational relationships due to dealing with a larger combined entity, and our ability to maintain such relationships on favorable contractual terms may be more limited. We may also become increasingly dependent on a more limited number of channel partners, as consolidation increases the relative proportion of our business for which each channel partner is responsible, which may magnify the risks described in the preceding paragraphs.

Six distributor customers accounted for 68% of our total net accounts receivable in the aggregate as of June 30, 2024. See Note 14. Segment Information in Part I, Item 1 of this Quarterly Report on Form 10-Q for distributor customers that accounted for 10% or more of our revenue or net accounts receivable. Our largest distributors may experience financial difficulties, face liquidity risk or other financial challenges, which may harm our ability to collect on our accounts receivable.

We provide channel partners with specific programs to assist them with selling our products and incentivize them to sell our products, but there can be no assurance that these programs will be effective. In addition, our channel partners may be unsuccessful in marketing, selling and supporting our products and services and may purchase more inventory than they can sell. Our channel partners generally do not have minimum purchase requirements. Some of our channel partners may have insufficient financial resources to withstand changes and challenges in business conditions. Moreover, many of our channel partners are privately held, including some of our largest partners, and we may not have sufficient information to assess their financial condition. If our channel partners' financial condition or operations weaken, their ability to sell our products and services could be negatively impacted. Our channel partners may also market, sell and support products and services that are competitive with ours, and may devote more resources to the marketing, sales and support of such products, or may decide to cease selling our products and services altogether in favor of a competitor's products and services. They may also have incentives to promote our competitors' products to the detriment of our own, or they may cease selling our products altogether. We cannot ensure that we will retain these channel partners or that we will be able to secure additional or replacement partners or that existing channel partners will continue to perform. The loss of one or more of our significant channel partners or the failure to obtain and ship a number of large orders each quarter through them could harm our operating results.

Any new sales channel partner will require extensive training and may take several months or more to achieve productivity. Our channel partner sales structure could subject us to lawsuits, potential liability and reputational harm if, for example, any of our channel partners misrepresent the functionality of our products or services to end-customers, our service provider customers suffer a cyber event impacting end-users, or our channel partners violate laws or our corporate policies. We depend on our global channel partners to comply with applicable legal and regulatory requirements. To the extent that they fail to do so, that could have a material adverse effect on our business, operating results and financial condition. If we fail to optimize our channel partner model or fail to manage existing sales channels, our business will be seriously harmed.

***Reliance on a concentration of shipments at the end of the quarter or changes in shipping terms could cause our billings and revenue to fall below expected levels.***

As a result of customer buying patterns and the efforts of our sales force and channel partners to meet or exceed quarterly quotas, we have historically received a substantial portion of each quarter's sales orders and generated a substantial portion of each quarter's billings and revenue during the last two weeks of the quarter. We typically arrange for a logistics partner to pick up the last shipment of our products a few hours prior to the end of the quarter, and a delay in the arrival of the logistics partner or other factors such as a power outage could prevent us from shipping and billing for a material amount of products for which we have orders. Further, it is possible that the dollar value of these products intended to be shipped late on the last day of the quarter may be material. Additionally, our service billings are dependent on the completion of certain automated processes by our internal business management systems, some of which cannot be performed until after the related products have been shipped. If we do not have enough time after shipping our products for our systems to perform these processes prior to the end of the quarter, we have system issues that prevent processing in time to realize service billings in a quarter, or there are delays in deals closing or deals are lost, we will not be able to bill and realize billings for those services until possibly the following quarter at the earliest, which may materially negatively impact our billings for a particular quarter. We implemented a cloud-based quoting tool to help provide our sales team with the ability to have faster quote generation, reduce quote errors and increase sales productivity. Our ability to integrate the data from this tool into our order processing may cause order processing delays that could have an effect on our financial results. Our billings and revenue for any quarter could fall below our expectations or those of securities analysts and investors, resulting in a decline in our stock price, if expected orders at the end of any quarter are delayed or deals are lost for any reason or our ability to fulfill orders at the end of any quarter is hindered for any reason, including, among others:

- the failure of anticipated purchase orders to materialize;
- our logistics partners' failure or inability to ship products prior to quarter-end to fulfill purchase orders received near the end of the quarter;

- disruption in manufacturing or shipping based on power outages, system failures, labor disputes or constraints, excessive demand, natural disasters or widespread public health problems including pandemics and epidemics;
- our failure to accurately forecast our inventory requirements and to appropriately manage inventory to meet demand;
- our inability to release new products on schedule;
- any failure of our systems related to order review and processing; and
- any delays in shipments due to trade compliance requirements, labor disputes or logistics changes at shipping ports, airline strikes, severe weather or otherwise.

***We rely significantly on revenue from FortiGuard and other security subscription and FortiCare technical support services, and revenue from these services may decline or fluctuate. Because we recognize revenue from these services over the term of the relevant service period, downturns or upturns in sales of FortiGuard and other security subscription and FortiCare technical support services are not immediately reflected in full in our operating results.***

Our FortiGuard and other security subscription and FortiCare technical support services revenue has historically accounted for a significant percentage of our total revenue. Revenue from the sale of new, or from the renewal of existing, FortiGuard and other security subscription and FortiCare technical support service contracts may decline and fluctuate as a result of a number of factors, including fluctuations and changes in the mix of our sales from secure networking, unified SASE and security operations between products and services, end-customers' level of satisfaction with our products and services, the prices of our products and services, the prices of products and services offered by our competitors, reductions in our customers' spending levels and the timing of revenue recognition with respect to such sales. If our sales of new, or renewals of existing, FortiGuard and other security subscription and FortiCare technical support service contracts decline, our revenue and revenue growth may decrease and our business could suffer. In addition, in the event significant customers require payment terms for FortiGuard and other security subscription and FortiCare technical support services in arrears or for shorter periods of time than annually, such as monthly or quarterly, this may negatively impact our billings and revenue. Furthermore, we recognize FortiGuard and other security subscription and FortiCare technical support services revenue ratably over the term of the service period, which is typically from one to five years. As a result, much of the FortiGuard and other security subscription and FortiCare technical support services revenue we report each quarter is the recognition of deferred revenue from FortiGuard and other security subscription and FortiCare technical support services contracts entered into during previous quarters or years. Consequently, a decline in new or renewed FortiGuard and other security subscription and FortiCare technical support services contracts in any one quarter will not be fully reflected in revenue in that quarter but will negatively affect our revenue in future quarters. Accordingly, the effect of significant downturns in sales of new, or renewals of existing, FortiGuard and other security subscriptions and FortiCare technical support services is not reflected in full in our statements of income until future periods. Our FortiGuard and other security subscription and FortiCare technical support services revenue also makes it difficult for us to rapidly increase our revenue through additional service sales in any period, as revenue from new and renewal support services contracts must be recognized over the applicable service term.

***If we are unable to hire, retain and motivate qualified personnel, our business will suffer.***

Our future success depends, in part, on our ability to continue to attract and retain highly skilled personnel. The loss of the services of any of our key personnel, the inability to attract or retain qualified personnel, any failure to have in place and execute an effective succession plan for key executives or delays in hiring required personnel, particularly in engineering, sales and marketing, may seriously harm our business, financial condition and results of operations. From time to time, we experience turnover in our management-level personnel. For example, in December 2023, our Chief Revenue Officer announced his upcoming retirement after 19 years at Fortinet. None of our key employees has an employment agreement for a specific term, and any of our employees may terminate their employment at any time. Our ability to continue to attract and retain highly skilled personnel will be critical to our future success.

Competition for highly skilled personnel is frequently intense, especially for qualified sales, support and engineering employees in network security and especially in the locations where we have a substantial presence and need for highly skilled personnel, such as the San Francisco Bay Area and the Vancouver, Canada area. We may not be successful in attracting, assimilating or retaining qualified personnel to fulfill our current or future needs. In addition, to the extent we hire personnel from competitors, we may be subject to allegations that they have been improperly solicited or divulged proprietary or other confidential information. Changes in immigration laws, including changes to the rules regarding H1-B visas, may also harm our ability to attract personnel from other countries. Our inability to hire properly qualified and effective sales, support and engineering employees could harm our growth and our ability to effectively support growth.

***We have incurred indebtedness and may incur other debt in the future, which may adversely affect our financial condition and future financial results.***

As of June 30, 2024, we had an aggregate of \$993.3 million of indebtedness outstanding under our Senior Notes. Under the agreements governing our indebtedness, we are permitted to incur additional debt. This debt, and any debt that we may incur in the future, may adversely affect our financial condition and future financial results by, among other things:

- increasing our vulnerability to downturns in our business, to competitive pressures and to adverse economic and industry conditions;
- requiring the dedication of a portion of our expected cash from operations to service our indebtedness, thereby reducing the amount of expected cash flow available for other purposes, including capital expenditures, share repurchases and acquisitions; and
- limiting our flexibility in planning for, or reacting to, changes in our businesses and our industries.

If we are unable to generate sufficient cash flow from operations in the future to service our debt, we may be required, among other things, to seek additional financing in the debt or equity markets, refinance or restructure all or a portion of our indebtedness, sell selected assets or reduce or delay planned capital, operating or investment expenditures. Such measures may not be sufficient to enable us to service our debt.

Additionally, the agreements governing our indebtedness impose restrictions on us and require us to comply with certain covenants. If we breach any of these covenants and do not obtain a waiver from the noteholders, then, subject to applicable cure periods, any or all of our outstanding indebtedness may be declared immediately due and payable. There can be no assurance that any refinancing or additional financing would be available on terms that are favorable or acceptable to us, if at all.

Under the terms of our outstanding Senior Notes, we may be required to repurchase the notes for cash prior to their maturity in connection with the occurrence of certain changes of control that are accompanied by certain downgrades in the credit ratings of the notes. The repayment obligations under the notes may have the effect of discouraging, delaying or preventing a takeover of our company. If we were required to pay the notes prior to their scheduled maturity, it could have a negative impact on our cash position and liquidity and impair our ability to invest financial resources in other strategic initiatives.

In addition, changes by any rating agency to our credit rating may negatively impact the value and liquidity of both our debt and equity securities, as well as affect our ability to obtain additional financing in the future and may negatively impact the terms of any such financing.

**Risks Related to Our Sales and End-Customers**

***We generate a majority of revenue from sales to distributors, resellers and end-customers outside of the United States, and we are therefore subject to a number of risks associated with international sales and operations.***

We market and sell our products throughout the world and have established sales offices in many parts of the world. Our international sales have represented a majority of our total revenue in recent periods. Therefore, we are subject to risks associated with having worldwide operations. We are also subject to a number of risks typically associated with international sales and operations, including:

- disruption in the supply chain or in manufacturing or shipping, or decreases in demand by channel partners or end-customers, including any such disruption or decreases caused by factors outside of our control such as natural disasters and health emergencies, including earthquakes, droughts, fires, power outages, typhoons, floods, pandemics or epidemics and manmade events such as civil unrest, labor disruption, international trade disputes, international conflicts, terrorism, wars or other foreign conflicts, such as the war in Ukraine and the Israel-Hamas war or tensions between China and Taiwan, and critical infrastructure attacks;
- fluctuations in foreign currency exchange rates or a strengthening of the U.S. dollar, as a significant portion of our expenses is incurred and paid in currencies other than the U.S. dollar, and the impact such fluctuations may have on the actual prices that our partners and customers are willing to pay for our products and services;
- political instability, changes in trade agreements and conflicts such as the war in Ukraine and the Israel-Hamas war, tensions between China and Taiwan and any expansions thereof, could adversely affect our business and financial performance;

- economic instability in foreign markets, such as any economic instability caused by economic downturns or recessions, could adversely affect our business and financial performance;
- greater difficulty in enforcing contracts and accounts receivable collection, including longer collection periods;
- longer sales processes for larger deals;
- changes in regulatory requirements;
- difficulties and costs of staffing and managing foreign operations;
- the uncertainty of protection for Intellectual Property ("IP") rights in some countries;
- costs of compliance with foreign policies, laws and regulations and the risks and costs of non-compliance with such policies, laws and regulations;
- protectionist policies and penalties, and local laws, requirements, policies and perceptions that may adversely impact a U.S.-headquartered business's sales in certain countries outside of the United States;
- costs of complying with, and the risks, reputational damage and other costs of non-compliance with, U.S. or other foreign laws and regulations for foreign operations, including the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, the General Data Protection Regulation (the "GDPR"), import and export control laws, trade laws and regulations, tariffs and retaliatory measures, trade barriers and economic sanctions;
- other regulatory or contractual limitations on our ability to sell our products in certain foreign markets, and the risks and costs of non-compliance;
- heightened risks of unfair or corrupt business practices in certain geographies and of improper or fraudulent sales or sales-related arrangements, such as sales "side agreements" to allow return rights, that could disrupt the sales team through terminations of employment or otherwise, and may adversely impact financial results as compared to those already reported or forecasted and result in restatements of financial statements and irregularities in financial statements;
- our ability to effectively implement and maintain adequate internal controls to properly manage our international sales and operations;
- political unrest, changes and uncertainty associated with terrorism, hostilities, war or natural disasters;
- management communication and integration problems resulting from cultural differences and geographic dispersion; and
- changes in tax, tariff, employment and other laws.

Product and service sales and employee and contractor matters may be subject to foreign governmental regulations, which vary substantially from country to country. Further, we may be unable to keep up to date with changes in government requirements as they change over time. Failure to comply with these regulations could result in adverse effects to our business. In many foreign countries, it is common for others to engage in business practices that are prohibited by our internal policies and procedures or U.S. regulations applicable to us. Although we implemented policies and procedures designed to ensure compliance with these laws and policies, there can be no assurance that all of our employees, contractors, channel partners and agents will comply with these laws and policies. Violations of laws or key control policies by our employees, contractors, channel partners or agents could result in litigation, regulatory action, costs of investigation, delays in revenue recognition, delays in financial reporting, financial reporting misstatements, fines, penalties or the prohibition of the importation or exportation of our products and services, any of which could have a material adverse effect on our business and results of operations.

We may undertake corporate operating restructurings or transfers of assets that involve our group of foreign country subsidiaries through which we do business abroad, in order to maximize the operational and tax efficiency of our group structure. If ineffectual, such restructurings or transfers could increase our income tax liabilities, and in turn, increase our global effective tax rate. Moreover, our existing corporate structure and intercompany arrangements have been implemented in a manner we believe reasonably ensures that we are in compliance with current prevailing tax laws. However, the tax authorities

of the jurisdictions in which we operate may challenge our methodologies for valuing developed technology or intercompany arrangements, which could impact our worldwide effective tax rate and harm our financial position and operating results.

***If we are not successful in continuing to execute our strategy to increase our sales to large and medium-sized end-customers, our results of operations may suffer.***

An important part of our growth strategy is to increase sales of our products to large- and medium-sized businesses, service providers and government organizations. While we have increased sales in recent periods to large- and medium-sized businesses, our sales volume varies by quarter and there is a risk as to our level of success selling to these target customers. Such sales involve unique sales skillsets, processes and structures, are often more complex and feature a longer contract term and may be at higher discount levels. We also have experienced uneven traction selling to certain government organizations and service providers and MSSPs, and there can be no assurance that we will be successful selling to these customers. Sales to these organizations involve risks that may not be present, or that are present to a lesser extent, with sales to smaller entities. These risks include:

- increased competition from competitors that traditionally target large and medium-sized businesses, service providers and government organizations and that may already have purchase commitments from those end-customers;
- increased purchasing power and leverage held by large end-customers in negotiating contractual arrangements;
- unanticipated changes in the capital resources or purchasing behavior of large end-customers, including changes in the volume and frequency of their purchases and changes in the mix of products and services, willingness to change to cloud delivery model and related payment terms;
- more stringent support requirements in our support service contracts, including stricter support response times, more complex requirements and increased penalties for any failure to meet support requirements;
- longer sales cycles and the associated risk that deals are delayed and that substantial time and resources may be spent on a potential end-customer that elects not to purchase our products and services;
- increased requirements from these customers that we have certain third-party security or other certifications, which we may not have, the lack of which may adversely affect our ability to successfully sell to such customers;
- uncertainty as to timing to close large deals and any delays in closing those deals; and
- longer ramp-up periods for enterprise sales personnel as compared to other sales personnel.

Large and medium-sized businesses, service providers and MSSPs and government organizations often undertake a significant evaluation process that results in a lengthy sales cycle, in some cases longer than 12 months. Although we have a channel sales model, our sales representatives typically engage in direct interaction with end-customers, along with our distributors and resellers, in connection with sales to large- and medium-sized end-customers. We may spend substantial time, effort and money in our sales efforts without being successful in producing any sales. In addition, purchases by large- and medium-sized businesses, service providers and government organizations are frequently subject to budget constraints, multiple approvals and unplanned administrative, processing and other delays; in light of current economic conditions and regulations in place by various government authorities, some of these sales cycles are being further extended. Furthermore, service providers and MSSPs represent our largest industry vertical and consolidation or continued changes in buying behavior by larger customers within this industry could negatively impact our business. Large- and medium-sized businesses, service providers and MSSPs and government organizations typically have longer implementation cycles, require greater product functionality and scalability, expect a broader range of services, including design, implementation and post go-live services, demand that vendors take on a larger share of risks, require acceptance provisions that can lead to a delay in revenue recognition and expect greater payment flexibility from vendors. In addition, large- and medium-sized businesses, service providers and government organizations may require that our products and services be sold differently from how we offer our products and services, which could negatively impact our operating results. Our large business and service provider customers may also become more deliberate in their purchases as they plan their next-generation network security architecture, leading them to take more time in making purchasing decisions or to purchase based only on their immediate needs. All these factors can add further risk to business conducted with these customers. In addition, if sales expected from a large- and medium-sized end-customer for a particular quarter are not realized in that quarter or at all, our business, operating results and financial condition could be materially and adversely affected.



***If we do not increase the effectiveness of our sales organization, we may have difficulty adding new end-customers or increasing sales to our existing end-customers and our business may be adversely affected.***

Although we have a channel sales model, sales in our industry are complex and members of our sales organization often engage in direct interaction with our prospective end-customers, particularly for larger deals involving larger end-customers. Therefore, we continue to be substantially dependent on our sales organization to obtain new end-customers and sell additional products and services to our existing end-customers. There is significant competition for sales personnel with the skills and technical knowledge that we require, including experienced enterprise sales employees and others. Our ability to grow our revenue depends, in large part, on our success in recruiting, training and retaining sufficient numbers of sales personnel to support our growth and on the effectiveness of our sales strategy, sales execution, and sales personnel selling successfully in different contexts, each of which has its own different complexities, approaches and competitive landscapes, such as managing and growing the channel business for sales to small businesses and more actively selling to the end-customer for sales to larger organizations. New hires require substantial training and may take significant time before they achieve full productivity. Our recent hires and planned hires may not become productive as quickly as we expect, and we may be unable to hire or retain sufficient numbers of qualified individuals in the markets where we do business or plan to do business. Furthermore, hiring sales personnel in new countries requires additional setup and upfront costs that we may not recover if the sales personnel fail to achieve full productivity. If our sales employees do not become fully productive on the timelines that we have projected, our revenue may not increase at anticipated levels and our ability to achieve long-term projections may be negatively impacted. If we are unable to hire and train sufficient numbers of effective sales personnel, the sales personnel are not successful in obtaining new end-customers or increasing sales to our existing customer base or sales personnel do not effectively sell our extended security fabric, our business, operating results and prospects may be adversely affected. If we do not hire properly qualified and effective sales employees and organize our sales team effectively to capture the opportunities in the various customer segments we are targeting, our growth and ability to effectively support growth may be harmed.

In addition, in light of macroeconomic trends and in the event of sales execution challenges for any reason, we may face excess sales capacity, low sales productivity generally, and a decline in productivity in our sales organization. If we are not able to align our sales capacity and market demand, or if the productivity of our sales organization decreases, our operating results and financial condition could be harmed.

We periodically implement new sales compensation plans, which may change the method, amount and timing for sales-based compensation for our sales personnel. If we are not successful in implementing new sales compensation plans, or members of our sales team react negatively to such new plans, this may negatively impact our ability to execute and grow sales and we may be unable to hire, retain and motivate qualified sales personnel.

***Unless we continue to develop better market awareness of our company and our products, and to improve lead generation and sales enablement, our revenue may not continue to grow.***

Increased market awareness of our capabilities and products and increased lead generation are essential to our continued growth and our success in all of our markets, particularly the market for sales to large businesses, service providers and government organizations. While we have increased our investments in sales and marketing, it is not clear that these investments will continue to result in increased revenue. If our investments in additional sales personnel or our marketing programs are not successful in continuing to create market awareness of our company and products or increasing lead generation, in growing billings for our broad product suite or if we experience turnover and disruption in our sales and marketing teams, we may not be able to achieve sustained growth, and our business, financial condition and results of operations may be adversely affected.

***Some of our sales are to government organizations, which subjects us to a number of regulatory requirements, their own supply chain and contractual requirements, challenges and risks.***

Sales to U.S. and foreign federal, state and local government organizations are subject to a number of risks. Because of public sector budgetary cycles and laws or regulations governing public procurements, such sales often require significant upfront time and expense without any assurance of winning a sale.

Government demand, sales and payment for our products and services may be negatively impacted by numerous factors and requirements unique to selling to government agencies, such as:

- policies, laws and regulations have in the past, and may in the future, require us to obtain and maintain certain security and other certifications in order to sell our products and services into certain government organizations, and such certifications may be costly and time-consuming to obtain and maintain;
- funding authorizations and requirements unique to government agencies, with funding or purchasing reductions or delays adversely affecting public sector demand for our products; and



- geopolitical matters, including tariff and trade disputes, government shutdowns, impact of the war in Ukraine and the Israel-Hamas war, tensions between China and Taiwan and trade protectionism and other political dynamics that may adversely affect our ability to sell in certain locations or obtain the requisite permits and clearances required for certain purchases by government organizations of our products and services.

In addition, if we do not have certain certifications, this may restrict our ability to sell to certain customers until we have obtained certain certifications and we may not obtain the certifications in a timely manner or at all. For example, certain of our competitors may have decided to become certified under the U.S. Federal Risk and Authorization Management Program ("FedRAMP"), and until the time that we also certify under FedRAMP, we risk losing deals to certified competitors for deals where FedRAMP certification is a requirement.

The rules and regulations applicable to sales to government organizations may also negatively impact sales to other organizations. For example, government organizations may have contractual or other legal rights to terminate contracts with our distributors and resellers for convenience or due to a default, and any such termination may adversely impact our future results of operations. If the distributor receives a significant portion of its revenue from sales to government organizations, the financial health of the distributor could be substantially harmed, which could negatively affect our future sales to such distributor. Governments routinely investigate, review and audit government vendors' administrative and other processes, and any unfavorable investigation, audit, other review or unfavorable determination related to any government clearance or certification could result in the government's refusing to continue buying our products and services, a limitation and reduction of government purchases of our products and services, a reduction of revenue or fines, or civil or criminal liability if the investigation, audit or other review uncovers improper, illegal or otherwise concerning activities. Any such penalties could adversely impact our results of operations in a material way. Further, any refusal to grant certain certifications or clearances by one government agency, or any decision by one government agency that our products do not meet certain standards, may reduce business opportunities and cause reputational harm and cause concern with other government agencies, governments and businesses and cause them to not buy our products and services and/or lead to a decrease in demand for our products generally.

Finally, some governments, including the U.S. federal government, may require certain products to be manufactured in, and services to be provided from, certain identified countries which may be high-cost locations. We may not manufacture all products or provide all services in locations that meet such requirements and consequently our products and services may not be eligible for certain government purchases.

#### **Risks Related to Our Industry, Customers, Products and Services**

##### ***We face intense competition in our market and we may not maintain or improve our competitive position.***

The market for network security products is intensely competitive and dynamic, and we expect competition to continue to intensify. We face many competitors across the different cybersecurity markets. Our competitors include companies such as Aruba Networks, LLC, Check Point Software Technologies Ltd., Cisco Systems, Inc. ("Cisco"), CrowdStrike Holdings, Inc. ("CrowdStrike"), F5 Networks, Inc., Huawei Technologies Co., Ltd., Juniper Networks, Inc., Palo Alto Networks, Inc., SonicWALL, Inc., Sophos Group Plc, and Zscaler, Inc. ("Zscaler").

Some of our existing and potential competitors enjoy competitive advantages such as:

- greater name recognition and/or longer operating histories;
- larger sales and marketing budgets and resources;
- broader distribution and established relationships with distribution partners and end-customers;
- access to larger customer bases;
- greater customer support resources;
- greater resources to make acquisitions;
- stronger U.S. government relationships;
- lower labor and development costs; and
- substantially greater financial, technical and other resources.

In addition, certain of our larger competitors have broader product offerings, and leverage their relationships based on other products or incorporate functionality into existing products in a manner that discourages customers from purchasing our products. These larger competitors often have broader product lines and market focus, and are in a better position to withstand any significant reduction in capital spending by end-customers in these markets. Therefore, these competitors will not be as susceptible to downturns in a particular market. Also, many of our smaller competitors that specialize in providing protection from a single type of security threat are often able to deliver these specialized security products to the market more quickly than we can.

Conditions in our markets could change rapidly and significantly as a result of technological advancements or continuing market consolidation. Our competitors and potential competitors may also be able to develop products or services, and leverage new business models, that are equal or superior to ours, achieve greater market acceptance of their products and services, disrupt our markets, and increase sales by utilizing different distribution channels than we do. For example, certain of our competitors are focusing on delivering security services from the cloud which include cloud-based security providers, such as CrowdStrike and Zscaler. In addition, current or potential competitors may be acquired by third parties with greater available resources, and new competitors may arise pursuant to acquisitions of network security companies or divisions. As a result of such acquisitions, competition in our market may continue to increase and our current or potential competitors might be able to adapt more quickly to new technologies and customer needs, devote greater resources to the promotion or sale of their products and services, initiate or withstand substantial price competition, take advantage of acquisition or other opportunities more readily, or develop and expand their product and service offerings more quickly than we do. In addition, our competitors may bundle products and services competitive with ours with other products and services. Customers may accept these bundled products and services rather than separately purchasing our products and services. As our customers refresh the security products bought in prior years, they may seek to consolidate vendors, which may result in current customers choosing to purchase products from our competitors on an ongoing basis. Due to budget constraints or economic downturns, organizations may be more willing to incrementally add solutions to their existing network security infrastructure from competitors than to replace it with our solutions. These competitive pressures in our market or our failure to compete effectively may result in price reductions, fewer customer orders, reduced revenue and gross margins and loss of market share.

***Managing inventory of our products and product components is complex. We order components from third-party manufacturers based on our forecasts of future demand and targeted inventory levels, which exposes us to the risk of both product shortages, which may result in lost sales and higher expenses, and excess inventory, which may require us to sell our products at discounts and lead to excess inventory charges or write-offs.***

Managing our inventory is complex, especially in times of supply chain disruption. Our channel partners may increase orders during periods of product shortages, cancel orders or not place orders commensurate with our expectations if their inventory is too high, return products or take advantage of price protection (if any is available to the particular partner) or delay orders in anticipation of new products, and accurately forecasting inventory requirements and demand can be challenging. Our channel partners also may adjust their orders in response to the supply of our products and the products of our competitors that are available to them and in response to seasonal fluctuations in end-customer demand. If we cannot manufacture and ship our products due to, for example, global chip shortages, excessive demand on contract manufacturers capacity, natural disasters and health emergencies such as earthquakes, fires, power outages, typhoons, floods, cyber events, pandemics and epidemics or manmade events such as civil unrest, labor disruption, international trade disputes, international conflicts, terrorism, wars or other foreign conflicts, such as the war in Ukraine and the Israel-Hamas war or tensions between China and Taiwan, and critical infrastructure attacks, our business and financial results could be materially and adversely impacted. The conflicts in the Middle East highlights potential risks associated with geopolitical instability in the region, including disruption to shipping routes, longer lead times for components and products, increased insurance costs for vessels passing through conflict zones, potential increased costs for shipping and products, and potential delays and interruptions in the supply chain. We may face challenges in sourcing materials, fulfilling orders and managing logistics efficiently, which could ultimately affect our operations, financial performance and overall business continuity.

In response to component shortages in previous periods, we increased our purchase order commitments. Our suppliers may require us to accept or pay for components and finished goods regardless of our level of sales in a particular period, which may negatively impact our operating results and financial condition. For additional information and a further discussion of impacts and risks related to our purchase commitments with our suppliers, refer to Note 10. Commitments and Contingencies in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Inventory management remains an area of focus as we balance the need to maintain inventory levels that are sufficient to ensure competitive lead times against the risk of inventory obsolescence because of rapidly changing technology, product transitions, customer requirements or excess inventory levels. If we ultimately determine that we have excess inventory, we may have to reduce our prices, take excess inventory charges and/or write-down inventory, which in turn could result in lower gross margins. Alternatively, insufficient inventory levels may lead to shortages that result in delayed billings and revenue or loss of sales opportunities altogether as potential end-customers turn to competitors' products that are readily available. For example, we have in the past experienced inventory shortages and excesses due to the variance in demand for certain products

from forecasted amounts. Our inventory management systems and related supply chain visibility tools may be inadequate to enable us to effectively manage inventory. If we are unable to effectively manage our inventory and that of our channel partners, our results of operations could be adversely affected.

***If our new products, services and enhancements do not achieve sufficient market acceptance, our results of operations and competitive position will suffer.***

We spend substantial amounts of time and money to develop internally and acquire new products and services and enhance versions of our existing products and services in order to incorporate additional features, improved functionality or other enhancements in order to meet our customers' rapidly evolving demands for network security in our highly competitive industry. When we develop a new product or service, or an enhanced version of an existing product or service, we typically incur expenses and expend resources upfront to market, promote and sell the new offering. Therefore, when we develop and introduce new or enhanced products or services, they must achieve high levels of market acceptance in order to justify the amount of our investment in developing and bringing them to market.

Our new products, services or enhancements could fail to attain sufficient market acceptance for many reasons, including:

- actual or perceived defects, vulnerabilities, errors or failures;
- delays in releasing our new products, services or enhancements to the market;
- failure to accurately predict market demand in terms of product and service functionality and to supply products and services that meet this demand in a timely fashion;
- failure to have the appropriate research and development expertise and focus to make our top strategic products and services successful;
- failure of our sales force and partners to focus on selling new products and services;
- inability to interoperate effectively with the networks or applications of our prospective end-customers;
- inability to protect against new types of attacks or techniques used by hackers;
- negative publicity about their performance or effectiveness;
- introduction or anticipated introduction of competing products and services by our competitors;
- poor business conditions for our end-customers, causing them to delay IT purchases;
- changes to the regulatory requirements around security; and
- reluctance of customers to purchase products or services incorporating open source software.

If our new products, services or enhancements do not achieve adequate acceptance in the market, our competitive position will be impaired, our revenue will be diminished and the effect on our operating results may be particularly acute because of the significant research, development, marketing, sales and other expenses we incurred in connection with the new product, service or enhancement.

***Actual, possible or perceived defects, errors or vulnerabilities in our products or services, the failure of our products or services to detect or prevent a security incident or the misuse of our products could harm our and our customers' operational results and reputation.***

Our products and services are complex, and they have contained and may contain defects, errors or vulnerabilities that are not detected until after their commercial release and deployment by our customers. Defects, errors or vulnerabilities may impede or block network traffic, cause our products or services to be vulnerable to electronic break-ins, cause them to fail to help secure our customers or cause our products or services to allow unauthorized access to our customers' networks, or an unintended disruption to our customers' operations. Following a review in accordance with our publicly available Product Security Incident Response Team policy, our Product Security Incident Response Team publicly posts on our FortiGuard Labs website known product vulnerabilities, including critical vulnerabilities, and methods for customers to mitigate the risk of vulnerabilities. There can be no assurance, however, that such posts will be sufficiently timely, accurate or complete or that those customers will take steps to mitigate the risk of vulnerabilities, and certain customers may be negatively impacted.

Additionally, any perception that our products have vulnerabilities, whether or not accurate, and any actual vulnerabilities may harm our operational results and reputation, more significantly as compared to other companies in other industries. Our products are also susceptible to errors, defects, logic flaws, vulnerabilities and inserted vulnerabilities that may arise in, or be included in our products in, different stages of our supply chain, manufacturing and shipment processes, and a threat actor's exploitation of these weaknesses may be difficult to anticipate, prevent, and detect. If we are unable to maintain an effective supply chain security risk management and products security program or we inadvertently release a product or an update to a product with a defect in it, then the security and integrity of our products and the updates to those products that our customers receive could be exploited by third parties or insiders, or our solutions or updates thereto could cause an unintended disruption to our customers' operations. Different customers deploy and use our products in different ways, and certain deployments and usages may subject our products to adverse conditions that may negatively impact the effectiveness and useful lifetime of our products. Our networks and products, including cloud-based technology, could be targeted by attacks specifically designed to disrupt our business and harm our operational results and reputation. We cannot ensure that our products will prevent all adverse security events or not cause disruptions to our customers' operations. Because the techniques used by malicious adversaries to access or sabotage networks change frequently and generally are not recognized until launched against a target, we may be unable to anticipate these techniques. In addition, defects or errors in our FortiGuard and other security subscription or FortiCare updates or our Fortinet appliances and operating systems could result in a failure of our FortiGuard and other security subscription services to effectively or correctly update end-customers' Fortinet appliances and cloud-based products and thereby leave customers vulnerable to attacks or to disruptions in operations. Furthermore, our solutions may also fail to detect or prevent viruses, worms, ransomware attacks or similar threats due to a number of reasons such as the evolving nature of such threats and the continual emergence of new threats that we may fail to anticipate or add to our FortiGuard databases in time to protect our end-customers' networks. Our data centers and networks and those of our hosting vendors and cloud service providers may also experience technical failures and downtime, and may fail to distribute appropriate updates, or fail to meet the increased requirements of our customer base. Any such technical failure, downtime or failures in general may temporarily or permanently expose our end-customers' networks, leaving their networks unprotected against the latest security threats.

An actual, possible or perceived security incident or infection of the network of one of our end-customers or a disruption to their operations, regardless of whether the incident is attributable to the failure of our products or services to prevent or detect the security incident or be the cause of such disruption, or any actual or perceived security risk in our supply chain, could adversely affect the market's perception of our security products and services, cause customers and customer prospects not to buy from us and, in some instances, subject us to potential liability that is not contractually limited. We may not be able to correct any security flaws or vulnerabilities promptly, or at all. Our products may also be misused or misconfigured by end-customers or third parties who obtain access to our products. For example, our products could be used to censor private access to certain information on the internet. Such use of our products for censorship could result in negative press coverage and negatively affect our reputation, even if we take reasonable measures to prevent any improper shipment of our products or if our products are provided by an unauthorized third party. Any actual, possible or perceived defects, errors or vulnerabilities in our products, or misuse of our products, could result in:

- the expenditure of significant financial and product development resources in efforts to analyze, correct, eliminate or work around errors or defects or to address and eliminate vulnerabilities;
- the loss of existing or potential end-customers or channel partners;
- delayed or lost revenue;
- delay or failure to attain market acceptance;
- negative publicity and harm to our reputation; and
- disclosure requirements, litigation, regulatory inquiries or investigations that may be costly and harm our reputation and, in some instances, subject us to potential liability that is not contractually limited.

***The network security market is rapidly evolving and the complex technology incorporated in our products makes them difficult to develop. If we do not accurately predict, prepare for and respond promptly to technological and market developments, changing end-customer needs, and expanding regulatory requirements and standards, our competitive position and prospects may be harmed.***

The network security market is expected to continue to evolve rapidly. Moreover, many of our end-customers operate in markets characterized by rapidly changing technologies and business plans, which require them to add numerous network access points and adapt increasingly complex networks, incorporating a variety of hardware, software applications, operating systems and networking protocols. In addition, computer hackers and others who try to attack networks employ increasingly sophisticated techniques to gain access to and attack systems and networks. The technology in our products is especially complex because of the requirements to effectively identify and respond to new and increasingly sophisticated methods of

attack, while minimizing the impact on network performance. Additionally, some of our new products and enhancements may require us to develop new hardware architectures and ASICs that involve complex, expensive and time-consuming research and development processes. For example, we enter into development agreements with third parties. If our development projects are not successfully completed, or are not completed in a timely fashion, our product development could be delayed and our business generally could suffer. Costs for development can be substantial and our profitability may be harmed if we are unable to recover these costs. Although the market expects rapid introduction of new products or product enhancements to respond to new threats, the development of these products is difficult and the timetable for commercial release and availability is uncertain and there can be long time periods between releases and availability of new products. We have in the past and may in the future experience unanticipated delays in the availability of new products and services and fail to meet previously announced timetables for such availability. If we do not quickly respond to the rapidly changing and rigorous needs of our end-customers by developing, releasing and making available on a timely basis new products and services or enhancements that can respond adequately to new security threats, our competitive position and business prospects may be harmed.

Moreover, business models based on a subscription cloud-based software service have become increasingly in demand by our end-customers and adopted by other providers, including our competitors. While we have introduced additional cloud-based solutions and will continue to do so, most of our platform is currently deployed on premise, and therefore, as customers demand that solutions be provided through a subscription cloud-based business model, we are making additional investments in our infrastructure and personnel to be able to more fully provide our platform through a subscription cloud-based model in order to maintain the competitiveness of our platform. Such investments involve expanding our data centers, servers and networks, and increasing our technical operations and engineering teams and this results in added cost and risks associated with managing new business models, such as obligations to deliver certain functionality and features and to meet certain service level agreements related to cloud-based solutions. There is also a risk that we are slower to offer these solutions than competitors. The risks are compounded by the uncertainty concerning the future success of any of our particular subscription cloud-based business models and the future demand for our subscription cloud-based models by customers. Additionally, if we are unable to meet the demand to provide our services effectively through a subscription cloud-based model, we may lose customers to competitors.

***Demand for our products may be limited by market perception that individual products from one vendor that provide multiple layers of security protection in one product are inferior to point products from multiple vendors.***

Sales of many of our products depend on increased demand for incorporating broad security functionality into one appliance. If the market for these products fails to grow as we anticipate, our business will be seriously harmed. Target customers may view “all-in-one” network security solutions as inferior to security solutions from multiple vendors because of, among other things, their perception that such products of ours provide security functions from only a single vendor and do not allow users to choose “best-of-breed” defenses from among the wide range of dedicated security applications available. Target customers might also perceive that, by combining multiple security functions into a single platform, our solutions create a “single point of failure” in their networks, which means that an error, vulnerability or failure of our product may place the entire network at risk. In addition, the market perception that “all-in-one” solutions may be suitable only for small and medium-sized businesses because such solution lacks the performance capabilities and functionality of other solutions may harm our sales to large businesses, service provider and government organization end-customers. If the foregoing concerns and perceptions become prevalent, even if there is no factual basis for these concerns and perceptions, or if other issues arise with our market in general, demand for multi-security functionality products could be severely limited, which would limit our growth and harm our business, financial condition and results of operations. Further, a successful and publicized targeted attack against us, exposing a “single point of failure”, could significantly increase these concerns and perceptions and may harm our business and results of operations.

***If functionality similar to that offered by our products is incorporated into existing network infrastructure products, organizations may decide against adding our appliances to their network, which would have an adverse effect on our business.***

Large, well-established providers of networking equipment, such as Cisco, offer, and may continue to introduce, network security features that compete with our products, either in standalone security products or as additional features in their network infrastructure products. The inclusion of, or the announcement of an intent to include, functionality perceived to be similar to that offered by our security solutions in networking products that are already generally accepted as necessary components of network architecture may have an adverse effect on our ability to market and sell our products. Furthermore, even if the functionality offered by network infrastructure providers is more limited than our products, a significant number of customers may elect to accept such limited functionality in lieu of adding appliances from an additional vendor such as us. Many organizations have invested substantial personnel and financial resources to design and operate their networks and have established deep relationships with other providers of networking products, which may make them reluctant to add new components to their networks, particularly from other vendors such as us. In addition, an organization's existing vendors or new vendors with a broad product offering may be able to offer concessions that we are not able to match because we currently offer only network security products and have fewer resources than many of our competitors. If organizations are reluctant to add

additional network infrastructure from new vendors or otherwise decide to work with their existing vendors, our business, financial condition and results of operations will be adversely affected.

***Because we depend on several third-party manufacturers to build our products, we are susceptible to manufacturing delays that could prevent us from shipping customer orders on time, if at all, and may result in the loss of sales and customers, and third-party manufacturing cost increases could result in lower gross margins and free cash flow.***

We outsource the manufacturing of our security appliance products to contract manufacturing partners and original design manufacturing partners, including manufacturers with facilities located in Taiwan and other countries outside the United States such as IBASE, Micro-Star, Senao and Wistron. Our reliance on our third-party manufacturers reduces our control over the manufacturing process, exposing us to risks, including reduced control over quality assurance, costs, supply and timing and possible tariffs. Any manufacturing disruption related to our third-party manufacturers or their component suppliers for any reason, including global chip shortages, natural disasters and health emergencies such as earthquakes, fires, power outages, typhoons, floods, health pandemics and epidemics and manmade events such as civil unrest, labor disruption, cyber events, international trade disputes, international conflicts, terrorism, wars, such as the war in Ukraine and the Israel-Hamas war, and critical infrastructure attacks, could impair our ability to fulfill orders. If we are unable to manage our relationships with these third-party manufacturers effectively, or if these third-party manufacturers experience delays, increased manufacturing lead-times, disruptions, capacity constraints or quality control problems in their manufacturing operations, or fail to meet our future requirements for timely delivery, our ability to ship products to our customers could be impaired and our business would be seriously harmed. Further, certain components for our products come from Taiwan and approximately 82% of our hardware is manufactured in Taiwan. Any increase in tensions between China and Taiwan, including threats of military actions or escalation of military activities, could adversely affect our manufacturing operations in Taiwan.

These manufacturers fulfill our supply requirements on the basis of individual purchase orders. We have no long-term contracts or arrangements with our third-party manufacturers that guarantee capacity, the continuation of particular payment terms or the extension of credit limits. Accordingly, they are not obligated to continue to fulfill our supply requirements, and the prices we are charged for manufacturing services could be increased on short notice. If we are required to change third-party manufacturers, our ability to meet our scheduled product deliveries to our customers would be adversely affected, which could cause the loss of sales and existing or potential customers, delayed revenue or an increase in our costs, which could adversely affect our gross margins. Our individual product lines are generally manufactured by only one manufacturing partner. Any production or shipping interruptions for any reason, such as a natural disaster, epidemics, pandemics, capacity shortages, quality problems or strike or other labor disruption at one of our manufacturing partners or locations or at shipping ports or locations, would severely affect sales of our product lines manufactured by that manufacturing partner. Furthermore, manufacturing cost increases for any reason could result in lower gross margins.

Our proprietary ASIC, which are key to the performance of our appliances, are built by contract manufacturers including Renesas and Toshiba America. These contract manufacturers use foundries operated by TSMC or Renesas on a purchase-order basis, and these foundries do not guarantee their capacity and could delay orders or increase their pricing. Accordingly, the foundries are not obligated to continue to fulfill our supply requirements, and due to the long lead time that a new foundry would require, we could suffer inventory shortages of our ASIC as well as increased costs. In addition to our proprietary ASIC, we also purchase off-the-shelf ASICs or integrated circuits from vendors for which we have experienced, and may continue to experience, long lead times. Our suppliers may also prioritize orders by other companies that order higher volumes or more profitable products. If any of these manufacturers materially delays its supply of ASICs or specific product models to us, or requires us to find an alternate supplier and we are not able to do so on a timely and reasonable basis, or if these foundries materially increase their prices for fabrication of our ASICs, our business would be harmed.

In addition, our reliance on third-party manufacturers and foundries limits our control over environmental regulatory requirements such as the hazardous substance content of our products and therefore our ability to ensure compliance with the Restriction of Hazardous Substances Directive (the "EU RoHS") adopted in the European Union (the "EU") and other similar laws. It also exposes us to the risk that certain minerals and metals, known as "conflict minerals", that are contained in our products have originated in the Democratic Republic of the Congo or an adjoining country. As a result of the passage of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank"), the Securities and Exchange Commission (the "SEC") adopted disclosure requirements for public companies whose products contain conflict minerals that are necessary to the functionality or production of such products. Under these rules, we are required to obtain sourcing data from suppliers, perform supply chain due diligence, and file annually with the SEC a specialized disclosure report on Form SD covering the prior calendar year. We have incurred and expect to incur additional costs to comply with the rules, including costs related to efforts to determine the origin, source and chain of custody of the conflict minerals used in our products and the adoption of conflict minerals-related governance policies, processes and controls. Moreover, the implementation of these compliance measures could adversely affect the sourcing, availability and pricing of materials used in the manufacture of our products to the extent that there may be only a limited number of suppliers that are able to meet our sourcing requirements, which would make it more difficult to obtain such materials in sufficient quantities or at competitive prices. We may also encounter customers who require that all of the components of our products be certified as conflict-free. If we are not able to



meet customer requirements, such customers may choose to not purchase our products, which could impact our sales and the value of portions of our inventory.

***Because some of the key components in our products come from limited sources of supply, we are susceptible to supply shortages, long or uncertain lead times for components, and supply changes, each of which could disrupt or delay our scheduled product deliveries to our customers, result in inventory shortage, cause loss of sales and customers or increase component costs resulting in lower gross margins and free cash flow.***

We and our contract manufacturers currently purchase several key parts and components used in the manufacture of our products from limited sources of supply. We are therefore subject to the risk of shortages and long or uncertain lead times in the supply of these components and the risk that component suppliers may discontinue or modify components used in our products. We have in the past experienced shortages and long or uncertain lead times for certain components. Our limited source components for particular appliances and suppliers of those components include specific types of CPUs from Intel and Advanced Micro Devices, Inc. ("AMD"), network and wireless chips from Broadcom, Marvell, Qualcomm and Intel, and memory devices from Intel, Micron, ADATA, Toshiba, Samsung and Western Digital. We also may face shortages in the supply of the capacitors and resistors that are used in the manufacturing of our products, which may persist for an indefinite period of time. The introduction by component suppliers of new versions of their products, particularly if not anticipated by us or our contract manufacturers, could require us to expend significant resources to incorporate these new components into our products. In addition, if these suppliers were to discontinue production of a necessary part or component, we would be required to expend significant resources and time in locating and integrating replacement parts or components from another vendor. Qualifying additional suppliers for limited source parts or components can be time-consuming and expensive.

If we are unable to obtain sufficient quantities of any of these components on commercially reasonable terms or in a timely manner, or if we are unable to obtain alternative sources for these components, shipments of our products could be delayed or halted entirely or we may be required to redesign our products. Any of these events could result in a cancellation of orders, lost sales, reduced gross margins or damage to our end customer relationships, which would adversely impact our business, financial condition, results of operations and prospects. Additionally, if actual demand does not directly match with our demand forecasts, due to our purchase order commitments, we could be required to accept or pay for components and finished goods. This may result in us discounting our products or excess or obsolete inventory, which we would be required to write down to its estimated realizable value, which in turn could result in lower gross margins. Our reliance on a limited number of suppliers involves several additional risks, including:

- a potential inability to obtain an adequate supply of required parts or components when required;
- financial or other difficulties faced by our suppliers;
- infringement or misappropriation of our IP;
- price increases;
- failure of a component to meet environmental or other regulatory requirements;
- failure to meet delivery obligations in a timely fashion;
- failure in component quality; and
- inability to ship products on a timely basis.

The occurrence of any of these events would be disruptive to us and could seriously harm our business. Any interruption or delay in the supply of any of these parts or components, or the inability to obtain these parts or components from alternate sources at acceptable prices and within a reasonable amount of time, would harm our ability to meet our scheduled product deliveries to our distributors, resellers and end-customers. This could harm our relationships with our channel partners and end-customers and could cause delays in shipment of our products and adversely affect our results of operations. In addition, increased component costs could result in lower gross margins.

***We offer retroactive price protection to certain of our major distributors in North America, and if we fail to balance their inventory with end-customer demand for our products, our allowance for price protection may be inadequate, which could adversely affect our results of operations.***

We provide certain of our major distributors in North America with price protection rights for inventories of our products held by them. If we reduce the list price of our products, as we have recently done, certain distributors in North America receive refunds or credits from us that reduce the price of such products held in their inventory based upon the new list

price. Future credits for price protection will depend on the percentage of our price reductions for the products in inventory and our ability to manage the levels of certain of our major distributors' inventories in North America. If future price protection adjustments are higher than expected, our future results of operations could be materially and adversely affected.

***The sales prices of our products and services may decrease, which may reduce our gross profits and operating margin and may adversely impact our financial results and the trading price of our common stock.***

The sales prices for our products and services may decline for a variety of reasons or our product mix may change, resulting in lower growth and margins based on a number of factors, including competitive pricing pressures, discounts or promotional programs we offer, a change in our mix of products and services and anticipation of the introduction of new products and services. We have recently conducted such price decreases. Competition continues to increase in the market segments in which we participate, and we expect competition to further increase in the future, thereby leading to increased pricing pressures. Larger competitors with more diverse product offerings may reduce the price of products and services that compete with ours in order to promote the sale of other products or services or may bundle them with other products or services. Additionally, although we price our products and services worldwide in U.S. dollars, currency fluctuations in certain countries and regions have in the past, and may in the future, negatively impact actual prices that partners and customers are willing to pay in those countries and regions. Additionally, while our U.S. distribution agreements contain price protections, our international distribution agreements do not contain such protections. Furthermore, we anticipate that the sales prices and gross profits for our products or services will decrease over product life cycles. We cannot ensure that we will be successful in developing and introducing new offerings with enhanced functionality on a timely basis, or that our product and service offerings, if introduced, will enable us to maintain our prices, gross profits and operating margin at levels that will allow us to maintain profitability.

***Our uniform resource locator ("URL") database for our web filtering service may fail to keep pace with the rapid growth of URLs and may not categorize websites in accordance with our end-customers' expectations.***

The success of our web filtering service depends on the breadth and accuracy of our URL database. Although our URL database currently catalogs millions of unique URLs, it contains only a portion of the URLs for all of the websites that are available on the internet. In addition, the total number of URLs and software applications is growing rapidly, and we expect this rapid growth to continue in the future. Accordingly, we must identify and categorize content for our security risk categories at an extremely rapid rate. Our database and technologies may not be able to keep pace with the growth in the number of websites, especially the growing amount of content utilizing foreign languages and the increasing sophistication of malicious code and the delivery mechanisms associated with spyware, phishing and other hazards associated with the internet. Further, the ongoing evolution of the internet and computing environments will require us to continually improve the functionality, features and reliability of our web filtering function. Any failure of our databases to keep pace with the rapid growth and technological change of the internet could impair the market acceptance of our products, which in turn could harm our business, financial condition and results of operations.

In addition, our web filtering service may not be successful in accurately categorizing internet and application content to meet our end-customers' expectations. We rely upon a combination of automated filtering technology and human review to categorize websites and software applications in our proprietary databases. Our end-customers may not agree with our determinations that particular URLs should be included or not included in specific categories of our databases. In addition, it is possible that our filtering processes may place material that is objectionable or that presents a security risk in categories that are generally unrestricted by our customers' internet and computer access policies, which could result in such material not being blocked from the network. Conversely, we may miscategorize websites such that access is denied to websites containing information that is important or valuable to our customers. Any miscategorization could result in customer dissatisfaction and harm our reputation. Any failure to effectively categorize and filter websites according to our end-customers' and channel partners' expectations could impair the growth of our business.

***False detection of vulnerabilities, viruses or security incidents or false identification of spam or spyware could adversely affect our business.***

Our FortiGuard and other security subscription services may falsely detect, report and act on viruses or other threats that do not actually exist. This risk is heightened by the inclusion of a "heuristics" feature in our products, which attempts to identify viruses and other threats not based on any known signatures but based on characteristics or anomalies that may indicate that a particular item is a threat. When our end-customers enable the heuristics feature in our products, the risk of falsely identifying viruses and other threats significantly increases. These false positives, while typical in the industry, may impair the perceived reliability of our products and may therefore adversely impact market acceptance of our products. Also, our FortiGuard and other security subscription services may falsely identify emails or programs as unwanted spam or potentially unwanted programs, or alternatively fail to properly identify unwanted emails or programs, particularly as spam emails or spyware are often designed to circumvent anti-spam or spyware products. Parties whose emails or programs are blocked by our products may seek redress against us for labeling them as spammers or spyware, or for interfering with their business. In



addition, false identification of emails or programs as unwanted spam or potentially unwanted programs may reduce the adoption of our products. If our system restricts important files or applications based on falsely identifying them as malware or some other item that should be restricted, this could adversely affect end-customers' systems and cause material system failures. In addition, our threat researchers periodically identify vulnerabilities in various third-party products, and, if these identifications are perceived to be incorrect or are in fact incorrect, this could harm our business. Any such false identification or perceived false identification of important files, applications or vulnerabilities could result in negative publicity, loss of end-customers and sales, increased costs to remedy any problem and costly litigation.

***Our ability to sell our products is dependent on our quality control processes and the quality of our technical support services, and our failure to offer high-quality technical support services could have a material adverse effect on our sales and results of operations.***

Once our products are deployed within our end-customers' networks, our end-customers depend on our technical support services, as well as the support of our channel partners and other third parties, to resolve any issues relating to our products. If we, our channel partners or other third parties do not effectively assist our customers in planning, deploying and operational proficiency for our products, succeed in helping our customers quickly resolve post-deployment issues and provide effective ongoing support, our ability to sell additional products and services to existing customers could be adversely affected and our reputation with potential customers could be damaged. Many large end-customers, and service provider or government organization end-customers, require higher levels of support than smaller end-customers because of their more complex deployments and more demanding environments and business models. If we, our channel partners or other third parties fail to meet the requirements of our larger end-customers, it may be more difficult to execute on our strategy to increase our penetration with large businesses, service providers and government organizations. Our failure to maintain high-quality support services could have a material adverse effect on our business, financial condition and results of operations and may subject us to litigation, reputational damage, loss of customers and additional costs.

***Our business is subject to the risks of warranty claims, product returns, product liability and product defects.***

Our products are very complex and, despite testing prior to their release, have contained and may contain undetected defects or errors, especially when first introduced or when new versions are released. Product errors have affected the performance and effectiveness of our products and could delay the development or release of new products or new versions of products, adversely affect our reputation and our end-customers' willingness to buy products from us, result in litigation and disputes with customers and adversely affect market acceptance or perception of our products. Any such errors or delays in releasing new products or new versions of products or allegations of unsatisfactory performance could cause us to lose revenue or market share, increase our service costs, cause us to incur substantial costs in redesigning the products, cause us to lose significant end-customers, subject us to litigation, litigation costs and liability for damages and divert our resources from other tasks, any one of which could materially and adversely affect our business, results of operations and financial condition. Our products must successfully interoperate with products from other vendors. As a result, when problems occur in a network, it may be difficult to identify the sources of these problems. The occurrence of hardware and software errors, whether or not caused by our products, could delay or reduce market acceptance of our products and have an adverse effect on our business and financial performance, and any necessary revisions may cause us to incur significant expenses. The occurrence of any such problems could harm our business, financial condition and results of operations.

Although we generally have limitation of liability provisions in our standard terms and conditions of sale, they may not fully or effectively protect us from claims if exceptions apply or if the provisions are deemed unenforceable, and in some circumstances, we may be required to indemnify a customer in full, without limitation, for certain liabilities, including liabilities that are not contractually limited. The sale and support of our products also entail the risk of product liability claims. We maintain insurance to protect against certain claims associated with the use of our products, but our insurance coverage may not adequately cover any claim asserted against us, if at all, and in some instances may subject us to potential liability that is not contractually limited. In addition, even claims that ultimately are unsuccessful could result in our expenditure of funds in litigation and divert management's time and other resources.

***If the availability of our cloud-based subscription services does not meet our service-level commitments to our customers, our current and future revenue may be negatively impacted.***

We typically commit to our customers that our cloud-based subscription services will maintain a minimum service-level of availability. If we are unable to meet these commitments, this could negatively impact our business. We rely on public cloud providers, such as Amazon Web Services, Microsoft Azure and Google Cloud co-location providers, such as Equinix, and our own data centers and PoPs, and any availability interruption in any of these cloud solutions could result in us not meeting our service-level commitments to our customers. In some cases, we may not have a contractual right with our public cloud or co-location providers that compensates us for any losses due to availability interruptions in our cloud-based subscription services. Further, any failure to meet our service-level commitments could damage our reputation and adoption of our cloud-based subscription services, and we could face loss of revenue from reduced future subscriptions and reduced sales.

and face additional costs associated with any failure to meet service-level agreements. Any service-level failures could adversely affect our business, financial condition and results of operations.

### **Risks Related to our Systems and Technology**

***If our internal enterprise IT networks, on which we conduct internal business and interface externally, our operational networks, through which we connect to customers, vendors and partners systems and provide services, or our research and development networks, our back-end labs and cloud stacks hosted in our data centers, colocation vendors or public cloud providers, through which we research, develop and host products and services, are compromised, public perception of our products and services may be harmed, our customers may be breached and harmed, we may become subject to liability, and our business, operating results and stock price may be adversely impacted.***

Our success depends on the market's confidence in our ability to provide effective network security protection. Despite our efforts and processes to prevent breaches of our internal networks, systems and websites, whether in our owned data centers, cloud providers or colocations, we are still vulnerable to computer viruses, break-ins, phishing attacks, ransomware attacks, attempts to overload our servers with denial-of-service, vulnerabilities in vendor hardware and software that we leverage, advanced persistent threats from sophisticated actors and other cyber-attacks and similar disruptions from unauthorized access to our internal networks, systems or websites, whether in our owned data centers, cloud providers or colocations. Our security measures may also be breached due to employee error, malfeasance or otherwise, which breaches may be more difficult to detect than outsider threats, and the existing programs and trainings we have in place to prevent such insider threats may not be effective or sufficient. Third parties may also attempt to fraudulently induce our employees to transfer funds or disclose information in order to gain access to our networks and confidential information. Third parties may also send our customers or others malware or malicious emails that falsely indicate that we are the source, potentially causing lost confidence in us and reputational harm. We cannot guarantee that the measures we have taken to protect our networks, systems and websites, whether in our owned data centers, cloud providers or colocations, will provide adequate security. Moreover, because we provide network security products, we may be a more attractive target for attacks by computer hackers and any security breaches and other security incidents involving us may result in more harm to our reputation and brand than companies that do not sell network security solutions. Hackers and malicious parties may be able to develop and deploy viruses, worms, ransomware and other malicious software programs that attack our products and customers, that impersonate our update servers in an effort to access customer networks and negatively impact customers, or otherwise exploit any security vulnerabilities of our products, or attempt to fraudulently induce our employees, customers or others to disclose passwords or other sensitive information or unwittingly provide access to our internal networks, systems or data. Moreover, the threat landscape continues to evolve as a result of new technologies, including artificial intelligence ("AI"), and malicious parties may use AI to help attack our solutions, systems, and our customers.

For example, from time to time, we have discovered that unauthorized parties have targeted us using sophisticated techniques, including by stealing technical data and attempting to steal private encryption keys, in an effort to both impersonate our products and threat intelligence update services and possibly attempt other attack methodologies. Using these techniques, these unauthorized parties have tried, and may in the future try, to gain access to certain of our and our customers' systems. We have also, for example, discovered that unauthorized parties have targeted vulnerabilities in our product software and infrastructure in an effort to gain entry into our customers' networks. In addition, in general threat actors use dark web forums to sell organizations' stolen credentials. If threat actors sell valid credentials used by our customers to access our services, it is possible that unauthorized third parties may use such stolen credentials to try to gain access to our services. These and other hacking efforts against us and our customers may be ongoing and may happen in the future.

Although we take numerous measures and implement multiple layers of security to protect our networks, we cannot guarantee that our security products, processes and services will secure against all threats. Further, we cannot be sure that third parties have not been, or will not in the future be, successful in improperly accessing our systems and our customers' systems, which could negatively impact us and our customers. An actual breach could significantly harm us and our customers, and an actual or perceived breach, or any other actual or perceived data security incident, threat or vulnerability, that involves our supply chains, networks, systems or websites and/or our customers' supply chains, networks, systems or websites could adversely affect the market perception of our products and services and investor confidence in our company. Any breach of our networks, systems or websites could impair our ability to operate our business, including our ability to provide FortiGuard and other security subscription and FortiCare technical support services to our end-customers, lead to interruptions or system slowdowns, cause loss of critical data or lead to the unauthorized disclosure or use of confidential, proprietary or sensitive information. We could also be subject to liability and litigation and reputational harm and our channel partners and end-customers may be harmed, lose confidence in us and decrease or cease using our products and services. Any breach of our internal networks, systems or websites could have an adverse effect on our business, operating results and stock price.

In addition, there has been a general increase in phishing attempts and spam emails as well as social engineering attempts from hackers, and many of our employees continue to work remotely which may pose additional data security risks in

the event remote work environments are not as secure as office environments. Any security incident could negatively impact our reputation and results of operations.

***If we do not appropriately manage any future growth, including through the expansion of our real estate facilities, or are unable to improve our systems, processes and controls, our operating results will be negatively affected.***

We rely heavily on information technology to help manage critical functions such as order configuration, pricing and quoting, revenue recognition, financial forecasts, inventory and supply chain management and trade compliance reviews. In addition, we have been slow to adopt and implement certain automated functions, which could have a negative impact on our business. For example, our order processing relies on both manual data entry of customer purchase orders received through email and electronic data interchange (EDI). Due to the use of manual processes and the fact that we may receive a large amount of our orders in the last few weeks of any given quarter, an interruption in our email service or other systems could result in delayed order fulfillment and decreased billings and revenue for that quarter.

To manage any future growth effectively, we must continue to improve and expand our information technology and financial, operating, security and administrative systems and controls, and our business continuity and disaster recovery plans and processes. We must also continue to manage headcount, capital and processes in an efficient manner. We may not be able to successfully implement requisite improvements to these systems, controls and processes, such as system capacity, access, security and change management controls, in a timely or efficient manner. Our failure to improve our systems and processes, or their failure to operate in the intended manner, whether as a result of the significant growth of our business or otherwise, may result in our inability to manage the growth of our business and to accurately forecast our revenue, expenses and earnings, or to prevent certain losses. Moreover, the failure of our systems and processes could undermine our ability to provide accurate, timely and reliable reports on our financial and operating results and could impact the effectiveness of our internal control over financial reporting.

In addition, our systems, processes and controls may not prevent or detect all errors, omissions, malfeasance or fraud, such as corruption and improper "side agreements" that may impact revenue recognition or result in financial liability. Our productivity and the quality of our products and services may also be adversely affected if we do not integrate and train our new employees quickly and effectively. Any future growth would add complexity to our organization and require effective coordination throughout our organization. Failure to ensure appropriate systems, processes and controls and to manage any future growth effectively could result in increased costs and harm our reputation and results of operations.

We have expanded our office real estate holdings to meet our projected growing need for office space. These plans will require significant capital expenditure over the next several years and involve certain risks, including impairment charges and acceleration of depreciation, changes in future business strategy that may decrease the need for expansion (such as a decrease in headcount or increase in work from home) and risks related to construction. Future changes in growth or fluctuations in cash flow may also negatively impact our ability to pay for these projects or free cash flow. Additionally, inaccuracies in our projected capital expenditures could negatively impact our business, operating results and financial condition.

***We may experience difficulties maintaining and expanding our internal business management systems.***

The maintenance of our internal business management systems, such as our Enterprise Resource Planning ("ERP") and Customer Relationship Management ("CRM") systems, has required, and will continue to require, the investment of significant financial and human resources. In addition, we may choose to upgrade or expand the functionality of our internal systems, leading to additional costs. Deficiencies in our design or maintenance of our internal systems may adversely affect our ability to sell products and services, forecast orders, process orders, ship products, provide services and customer support, send invoices and track payments, fulfill contractual obligations, accurately maintain books and records, provide accurate, timely and reliable reports on our financial and operating results or otherwise operate our business. Additionally, if any of our internal systems does not operate as intended, the effectiveness of our internal control over financial reporting could be adversely affected or our ability to assess it adequately could be delayed. Further, we may expand the scope of our ERP and CRM systems. Our operating results may be adversely affected if these upgrades or expansions are delayed or if the systems do not function as intended or are not sufficient to meet our operating requirements.

***We may not be successful in our artificial intelligence initiatives, which could adversely affect our business, reputation, or financial results .***

AI presents new risks and challenges that may affect our business. We have made, and expect to continue to make investments to integrate AI and machine learning technology into our solutions, as evidenced by our acquisition of Lacework. AI presents risks, challenges, and potentially unintended consequences that could impact our ability to effectively use of AI successfully in our business. Given the nature of AI technology, we face an evolving regulatory landscape and significant competition from other companies. Our AI efforts may not be successful and our competitors may incorporate AI into their

products more quickly or more successfully than us, which could impair our ability to compete effectively and adversely affect our financial results. Data practices by us or others that result in controversy could also impair the acceptance of AI solutions. This in turn could undermine confidence in the decisions, predictions, analysis, and effectiveness of our AI-related initiatives. The rapid evolution of AI, including potential government regulation of AI, may require significant additional resources related to AI in our solutions. Our AI-related initiatives may result in new or enhanced governmental or regulatory scrutiny, including regarding the use of AI in our solutions and the marketing of products using AI, litigation, customer reporting or documentation requirements, ethical or social concerns, or other complications. For example, AI technologies, including generative AI, may create content that appears correct but is factually inaccurate (hallucinations) or flawed, or contains copyrighted or other protected material, and if our customers or others use this flawed content to their detriment, we may be exposed to brand or reputational harm, competitive harm, or legal liability. If customer data is used to train AI based systems and such data is not adequately anonymized, this may lead to breach of sensitive information and loss of customer trust. The use of AI also brings ethical issues related to privacy, surveillance and consent of use, as well as potential for bias and discrimination. Any of the foregoing could adversely affect our business, reputation, or financial results.

## **Risks Related to our Intellectual Property**

### ***Our proprietary rights may be difficult to enforce and we may be subject to claims by others that we infringe their propriety technology.***

We rely primarily on patent, trademark, copyright and trade secrets laws and confidentiality procedures and contractual provisions to protect our technology. Valid patents may not issue from our pending applications, and the claims eventually allowed on any patents may not be sufficiently broad to protect our technology or products. Any issued patents may be challenged, invalidated or circumvented, and any rights granted under these patents may not actually provide adequate defensive protection or competitive advantages to us. Patent applications in the United States are typically not published until at least 18 months after filing, or, in some cases, not at all, and publications of discoveries in industry-related literature lag behind actual discoveries. We cannot be certain that we were the first to make the inventions claimed in our pending patent applications or that we were the first to file for patent protection. Additionally, the process of obtaining patent protection is expensive and time-consuming, and we may not be able to prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. In addition, recent changes to the patent laws in the United States may bring into question the validity of certain software patents and may make it more difficult and costly to prosecute patent applications. As a result, we may not be able to obtain adequate patent protection or effectively enforce our issued patents.

Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy aspects of our products or obtain and use information that we regard as proprietary. We generally enter into confidentiality or license agreements with our employees, consultants, vendors and customers, and generally limit access to and distribution of our proprietary information. However, we cannot guarantee that the steps taken by us will prevent misappropriation of our technology. Policing unauthorized use of our technology or products is difficult. In addition, the laws of some foreign countries do not protect our proprietary rights to as great an extent as the laws of the United States, and many foreign countries do not enforce these laws as diligently as government agencies and private parties in the United States. From time to time, legal action by us may be necessary to enforce our patents and other IP rights, to protect our trade secrets, to determine the validity and scope of the proprietary rights of others or to defend against claims of infringement or invalidity. Such litigation could result in substantial costs and diversion of resources and could negatively affect our business, operating results and financial condition. If we are unable to protect our proprietary rights (including aspects of our software and products protected other than by patent rights), we may find ourselves at a competitive disadvantage to others who need not incur the additional expense, time and effort required to create the innovative products that have enabled us to be successful to date.

### ***Our products contain third-party open-source software components, and failure to comply with the terms of the underlying open-source software licenses could restrict our ability to sell our products.***

Our products contain software modules licensed to us by third-party authors under “open source” licenses, including but not limited to, the GNU Public License, the GNU Lesser Public License, the BSD License, the Apache License, the MIT X License and the Mozilla Public License. From time to time, there have been claims against companies that distribute or use open-source software in their products and services, asserting that open-source software infringes the claimants’ IP rights. We could be subject to suits by parties claiming infringement of IP rights in what we believe to be licensed open-source software. Use and distribution of open-source software may entail greater risks than use of third-party commercial software, as, for example, open-source licensors generally do not provide warranties or other contractual protections regarding infringement claims or the quality of the code. Some open-source licenses contain requirements that we make available source code for modifications or derivative works we create based upon the type of open-source software we use. If we combine our proprietary software with open-source software in a certain manner, we could, under certain open-source licenses, be required to release the source code of our proprietary software to the public. This would allow our competitors to create similar products with lower development effort and time and ultimately could result in a loss of product sales for us.

Although we monitor our use of open source software to avoid subjecting our products to conditions we do not intend, the terms of many open source licenses have not been interpreted by U.S. courts, and there is a risk that these licenses could be construed in a way that, for example, could impose unanticipated conditions or restrictions on our ability to commercialize our products. In this event, we could be required to seek licenses from third parties to continue offering our products, to make our proprietary code generally available in source code form, to re-engineer our products or to discontinue the sale of our products if re-engineering could not be accomplished on a timely basis, any of which requirements could adversely affect our business, operating results and financial condition.

***Claims by others that we infringe their proprietary technology or other litigation matters could harm our business.***

Patent and other IP disputes are common in the network security industry. Third parties are currently asserting, have asserted and may in the future assert claims of infringement of IP rights against us. Third parties have also asserted such claims against our end-customers or channel partners whom we may indemnify against claims that our products infringe the IP rights of third parties. As the number of products and competitors in our market increases and overlaps occur, infringement claims may increase. Any claim of infringement by a third party, even those without merit, could cause us to incur substantial costs defending against the claim and could distract our management from our business. In addition, litigation may involve patent holding companies, non-practicing entities or other adverse patent owners who have no relevant product revenue and against whom our own patents may therefore provide little or no deterrence or protection.

Although third parties may offer a license to their technology, the terms of any offered license may not be acceptable, and the failure to obtain a license or the costs associated with any license could cause our business, financial condition and results of operations to be materially and adversely affected. In addition, some licenses may be non-exclusive and, therefore, our competitors may have access to the same technology licensed to us.

Alternatively, we may be required to develop non-infringing technology, which could require significant time, effort and expense, and may ultimately not be successful. Furthermore, a successful claimant could secure a judgment or we may agree to a settlement that prevents us from distributing certain products or performing certain services or that requires us to pay substantial damages (including treble damages if we are found to have willfully infringed such claimant's patents or copyrights), royalties or other fees. Any of these events could seriously harm our business, financial condition and results of operations.

From time to time, we are subject to lawsuits claiming patent infringement. We are also subject to other litigation in addition to patent infringement claims, such as employment-related litigation and disputes, as well as general commercial litigation, such as the Alorica litigation, and could become subject to other forms of litigation and disputes, including stockholder litigation. If we are unsuccessful in defending any such claims, our operating results and financial condition and results may be materially and adversely affected. For example, we may be required to pay substantial damages and could be prevented from selling certain of our products. Litigation, with or without merit, could negatively impact our business, reputation and sales in a material fashion.

We have several ongoing patent lawsuits, certain companies have sent us demand letters proposing that we license certain of their patents, and organizations have sent letters demanding that we provide indemnification for patent claims. Given this and the proliferation of lawsuits in our industry and other similar industries by both non-practicing entities and operating entities, and recent non-practicing entity and operating entity patent litigation against other companies in the security space, we expect that we will be sued for patent infringement in the future, regardless of the merits of any such lawsuits. The cost to defend such lawsuits and any settlement payment or adverse result in such lawsuits could have a material adverse effect on our results of operations and financial condition.

***We rely on the availability of third-party licenses.***

Many of our products include software or other IP licensed from third parties. It may be necessary in the future to renew licenses relating to various aspects of these products or to seek new licenses for existing or new products. Licensors may claim we owe them additional license fees for past and future use of their software and other IP or that we cannot utilize such software or IP in our products going forward. There can be no assurance that the necessary licenses would be available on acceptable terms, if at all. The inability to obtain certain licenses or other rights or to obtain such licenses or rights on favorable terms or for reasonable pricing, or the need to engage in litigation regarding these matters, could result in delays in product releases until equivalent technology can be identified, licensed or developed, if at all, and integrated into our products and may result in significant license fees and have a material adverse effect on our business, operating results, and financial condition. Moreover, the inclusion in our products of software or other IP licensed from third parties on a non-exclusive basis could limit our ability to differentiate our products from those of our competitors.

We also rely on technologies licensed from third parties in order to operate functions of our business. If any of these third parties allege that we have not properly paid for such licenses or that we have improperly used the technologies under

such licenses, we may need to pay additional fees or obtain new licenses, and such licenses may not be available on terms acceptable to us or at all or may be costly. In any such case, or if we were required to redesign our internal operations to function with new technologies, our business, results of operations and financial condition could be harmed.

#### **Other Risks Related to Our Business and Financial Position**

***Our inability to successfully acquire and integrate other businesses, products or technologies, or to successfully invest in and form successful strategic alliances with other businesses, could seriously harm our competitive position and could negatively affect our financial condition and results of operations.***

In order to remain competitive, we may seek to acquire additional businesses, products, technologies or IP, such as patents, and to make equity investments in businesses coupled with strategic alliances. For any possible future acquisitions or investments, we may not be successful in negotiating the terms of the acquisition or investment or financing the acquisition or investment. For both our prior and future acquisitions, we may not be successful in effectively integrating the acquired business, product, technology, IP or sales force into our existing business and operations, and the acquisitions may negatively impact our financial results. We may have difficulty incorporating acquired technologies, IP or products with our existing product lines, integrating reporting systems and procedures, and maintaining uniform standards, controls, procedures and policies. For example, we may experience difficulties integrating an acquired company's ERP or CRM systems, sales support and other processes and systems, with our current systems and processes. The results of certain businesses that we invest in, such as Linksys, are, or may in the future, be reflected in our operating results, and we depend on these companies to provide us financial information in a timely manner in order to meet our financial reporting requirements. We may experience difficulty in timely obtaining financial information from the companies in which we have invested in order to meet our financial reporting requirements. Our due diligence for acquisitions and investments may fail to identify all of the problems, liabilities or other shortcomings or challenges of an acquired business, product or technology, including issues with IP, product quality or product architecture, regulatory compliance practices, environmental and sustainability compliance practices, revenue recognition or other accounting practices or employee or customer issues. We also may not accurately forecast the financial impact of an acquisition or an investment and alliance. In addition, any acquisitions and significant investments we are able to complete may be dilutive to revenue growth and earnings and may not result in any synergies or other benefits we had expected to achieve, which could negatively impact our operating results and result in impairment charges that could be substantial. We may have to pay cash, incur debt or issue equity securities to pay for any acquisition, each of which could affect our financial condition or the value of our capital stock and could result in dilution to our stockholders. Acquisitions or investments during a quarter may result in increased operating expenses and adversely affect our cash flows or our results of operations for that period and future periods compared to the results that we have previously forecasted or achieved. Further, completing a potential acquisition or investment and alliance and integrating acquired businesses, products, technologies or IP are challenging to do successfully and could significantly divert management time and resources.

Linksys sells predominantly into the consumer Wi-Fi market, and its sales have declined since our investment. Because we are accounting for our Linksys investment using the equity method of accounting, we are required to assess the investment for other-than-temporary impairment ("OTTI") when events or circumstances suggest that the carrying amount of the investment may be impaired. We analyze whether there should be an OTTI of the value of our investment in Linksys. In evaluating OTTI, we consider factors such as Linksys' financial results and operating history, our ability and intent to hold the investment until its fair value recovers, the implied revenue valuation multiples compared to guideline public companies, Linksys' ability to achieve milestones and any notable operational and strategic changes. We intend to continue to analyze our investment in Linksys to determine whether any further impairment is appropriate. If any further decline in fair value is determined to be other-than-temporary, we will adjust the carrying value of the investment to its fair value and record the impairment expense in our condensed consolidated statements of income. The cost basis of the investment is not adjusted for subsequent recoveries in fair value. We may experience additional volatility to our statements of operations due to the underlying operating results of Linksys, impairments of our Linksys investment or additional investments in Linksys. This volatility could be material to our results in any given quarter and may cause our stock price to decline.

***Failure to comply with laws and regulations applicable to our business could subject us to fines and penalties and could also cause us to lose end-customers or negatively impact our ability to contract.***

Our business is subject to regulation by various federal, state, regional, local and foreign governmental agencies, including agencies responsible for monitoring and enforcing employment and labor laws, workplace safety, product safety, product labeling, environmental laws, consumer protection laws, anti-bribery laws, data privacy laws, import and export controls, federal securities laws and tax laws and regulations. In certain jurisdictions, these regulatory requirements may be more stringent than in the United States. Non-compliance with applicable regulations or requirements could subject us to investigations, sanctions, enforcement actions, disgorgement of profits, fines, damages and civil and criminal penalties or injunctions. If any governmental sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, our business, operating results and financial condition could be adversely affected. In addition, responding to any action will likely



result in a significant diversion of management's attention and resources and an increase in professional fees. Enforcement actions and sanctions could harm our business, operating results and financial condition.

For example, the GDPR imposes stringent data handling requirements on companies that operate in the EU or receive or process personal data about individuals in the EU in certain contexts. Non-compliance with the GDPR could result in data protection audits and significant penalties, heavy fines imposed on us and bans on other businesses' use of our services. Compliance with, and the other burdens imposed by, the GDPR and local regulatory authorities may limit our ability to operate or expand our business in the EU and could adversely impact our operating results. In July 2020, the European Court of Justice issued a judgment declaring invalid the EU-U.S. Privacy Shield Framework (the "Privacy Shield") as a mechanism for the transfer of GDPR-regulated personal data to recipients in the United States and calling into question the validity of certain popular alternative mechanisms for addressing GDPR restrictions on transfers to the United States and other areas where we operate. The Privacy Shield has now been replaced with the EU-U.S. Data Privacy Framework following certain changes to U.S. law intended to address the concerns underlying that court decision with respect to transfers of personal data to the United States. However, there remains a possibility that our business could be negatively impacted by restrictions on transfers of GDPR-regulated personal data (including transfers made by our customers) to other areas we operate. In addition, it is possible that the updates to U.S. law may ultimately be deemed insufficient in a court case similar to the one that invalidated Privacy Shield. The mere possibility of this outcome, and our reliance on global data transfers within our corporate family and between us and our service providers, may create challenges for us to compete with companies that may be able to offer services in which personal data never exits the EU, thereby avoiding risks of noncompliance with GDPR data transfer restrictions.

Additionally, we may be subject to other legal regimes throughout the world governing data handling, protection and privacy. For example, in June 2018, California passed the California Consumer Privacy Act (the "CCPA"), which provides new data privacy rights for consumers and new operational requirements for companies and became effective on January 1, 2020. The CCPA was expanded pursuant to the California Privacy Rights Act, which was passed in 2020 and became effective in 2023. Other states have since passed similar laws, adding to the complexity of compliance with overlapping and sometimes conflicting requirements. The costs of compliance with and the penalties for violations of the GDPR, the CCPA and other laws, along with other burdens imposed by these regulations, may limit the use and adoption of our products and services and could have an adverse impact on our business. For example, our sales cycles may lengthen and face an increased risk of failure as customers take more time to vet our services for compliance with these legal requirements and to negotiate data-related contract terms with us, causing delays or loss of revenue.

Selling our solutions to governments, both within the U.S and internationally, whether directly or through channel partners, also subjects us to certain regulatory and contractual requirements, government permit and clearance requirements and other risks. Failure to comply with these requirements or to obtain and maintain government permits and clearances required to do certain business, by either us or our channel partners, could subject us to investigations, fines, suspension, limitations on business or debarment from doing business with such governments, as well as other penalties, damages and reputational harms, which could have an adverse effect on our business, operating results, financial condition and prospects. Any violations of regulatory and contractual requirements could result in us being suspended or debarred from future government contracting. Any of these outcomes could have an adverse effect on our revenue, operating results, financial condition and prospects.

The landscape of laws, regulations, and industry standards related to cybersecurity is evolving globally. We may be subject to increased compliance burdens by regulators and customers with respect to our products and services, as well as additional costs to oversee and monitor security risks. Additionally, this evolving global landscape could impact on our ability to conduct business in certain jurisdictions if the laws, regulation and industry standards in such jurisdictions changed in a manner that is adverse to our business. Many jurisdictions have enacted laws mandating companies to inform individuals, stockholders, regulatory authorities, and others of security incidents. For example, the SEC recently adopted cybersecurity risk management and disclosure rules, which require the disclosure of information pertaining to cybersecurity incidents and cybersecurity risk management, strategy, and governance. In addition, certain of our customer agreements may require us to promptly report security incidents involving their data on our systems or those of subcontractors processing such data on our behalf. This mandatory disclosure can be costly, harm our reputation, erode customer trust, reduce demand, and require significant resources to mitigate issues stemming from actual or perceived security incidents.

These laws, regulations and other requirements impose added costs on our business, and failure to comply with these or other applicable regulations and requirements, including non-compliance in the past, could lead to claims for damages from our channel partners, penalties, termination of contracts, loss of exclusive rights in our IP and temporary suspension, permanent debarment from government contracting, or other limitations on doing business. Any such damages, penalties, disruptions or limitations in our ability to do business could have an adverse effect on our business and operating results.

***We are subject to governmental export and import controls that could subject us to liability or restrictions on sales, and that could impair our ability to compete in international markets.***

Because we incorporate encryption technology into our products, certain of our products are subject to U.S. export controls and may be exported outside the United States only with the required export license or through an export license exception, or may be prohibited altogether from export to certain countries. If we were to fail to comply with U.S. export laws, U.S. Customs regulations and import regulations, U.S. economic sanctions and other countries' import and export laws, we could be subject to substantial civil and criminal penalties, including fines for the company and incarceration for responsible employees and managers, and the possible loss of export or import privileges. In addition, if our channel partners fail to obtain appropriate import, export or re-export licenses or permits (e.g., for stocking orders placed by our partners), we may also be adversely affected through reputational harm and penalties and we may not be able to provide support related to appliances shipped pursuant to such orders. Obtaining the necessary export license for a particular sale may be time-consuming and may result in the delay or loss of sales opportunities.

Furthermore, U.S. export control laws and economic sanctions prohibit the shipment of certain products to U.S. embargoed or sanctioned countries, governments and persons, such as the sanctions and trade restrictions that have been implemented against Russia and Belarus. Even though we take precautions to prevent our product from being shipped to U.S. sanctions targets, our products could be shipped to those targets by our channel partners, despite such precautions. Any such shipment could have negative consequences including government investigations and penalties and reputational harm. In addition, various countries regulate the import of certain encryption technology, including import permitting and licensing requirements, and have enacted laws that could limit our ability to distribute our products or could limit our customers' ability to implement our products in those countries. Changes in our products or changes in export and import regulations may create delays in the introduction of our products in international markets, prevent our customers with international operations from deploying our products globally or, in some cases, prevent the export or import of our products to certain countries, governments or persons altogether. Any change in export or import regulations, economic sanctions or related legislation, shift in the enforcement or scope of existing regulations, or change in the countries, governments, persons or technologies targeted by such regulations, could result in decreased use of our products by, or in our decreased ability to export or sell our products to, existing or potential customers with international operations. Any decreased use of our products or limitation on our ability to export or sell our products would likely adversely affect our business, financial condition and results of operations.

***Efforts to withdraw from or materially modify international trade agreements, to change tax provisions related to global manufacturing and sales or to impose new tariffs, economic sanctions or related legislation, any of which could adversely affect our financial condition and results of operations.***

Our business benefits directly and indirectly from free trade agreements, and we also rely on various corporate tax provisions related to international commerce, as we develop, market and sell our products and services globally. Efforts to withdraw from or materially modify international trade agreements, or to change corporate tax policy related to international commerce, could adversely affect our financial condition and results of operations as could the continuing uncertainty regarding whether such actions will be taken.

Moreover, efforts to implement changes related to export or import regulations (including the imposition of new border taxes or tariffs on foreign imports), trade barriers, economic sanctions and other related policies could harm our results of operations. For example, in recent years, the United States has imposed additional import tariffs on certain goods from different countries and on most goods imported from China. As a result, China and other countries imposed retaliatory tariffs on goods exported from the United States and both the United States and foreign countries have threatened to alter or leave current trade agreements. While we do not currently expect these tariffs to have a significant effect on our raw material and product import costs, if the United States expands increased tariffs, or retaliatory trade measures are taken by other countries in response to the tariffs, the cost of our products could increase, our operations could be disrupted or we could be required to raise our prices, which may result in the loss of customers and harm to our reputation and operating performance.

Any modification in these areas, any shift in the enforcement or scope of existing regulations or any change in the countries, governments, persons or technologies targeted by such regulations, could result in decreased use of our products by, or in our decreased ability to export or sell our products to, existing or potential end-customers with international operations and could result in increased costs. Any decreased use of our products or limitation on our ability to export or sell our products would likely adversely affect our business, financial condition and results of operations.

***If we fail to comply with environmental requirements, our business, financial condition, operating results and reputation could be adversely affected.***

We are subject to various environmental laws and regulations, including laws governing the hazardous material content of our products, laws relating to our real property and future expansion plans and laws concerning the recycling of Electrical and Electronic Equipment ("EEE"). The laws and regulations to which we are subject include the EU RoHS



Directive, EU Regulation 1907/2006 – Registration, Evaluation, Authorization and Restriction of Chemicals (the “REACH” Regulation) and the EU Waste Electrical and Electronic Equipment Directive (the “WEEE Directive”), as well as the implementing legislation of the EU member states. Similar laws and regulations have been passed or are pending in China, South Korea, Taiwan, Japan, Norway, Saudi Arabia and the UAE and may be enacted in other regions, including in the United States, and we are, or may in the future be, subject to these laws and regulations. These legal and regulatory regimes, including the laws, rules and regulations thereunder, evolve frequently and may be modified, interpreted and applied in an inconsistent manner from one jurisdiction to another, and may conflict with one another. Moreover, the timing and effect of these laws and regulations on our business may be uncertain. To the extent we have not complied with such laws, rules and regulations, we could be subject to significant fines, revocation of licenses, limitations on our products and services, reputational harm and other regulatory consequences, each of which may be significant and could adversely affect our business, operating results and financial condition. These laws and regulations may also impact our suppliers, which could have, among other things, an adverse impact on the costs of components in our products.

The EU RoHS Directive and the similar laws of other jurisdictions ban or restrict the presence of certain hazardous substances such as lead, mercury, cadmium, hexavalent chromium and certain fire-retardant plastic additives in electrical equipment, including our products. We have incurred costs to comply with these laws, including research and development costs and costs associated with assuring the supply of compliant components. We expect to continue to incur costs related to environmental laws and regulations in the future. With respect to the EU RoHS, we and our competitors rely on exemptions for lead and other substances in network infrastructure equipment. It is possible one or more of these use exemptions will be revoked in the future. Additionally, although some of the EU RoHS exemptions have been extended, it is possible that some of these exemptions may expire in the future without being extended. If this exemption is revoked or expires without extension, if there are other changes to these laws (or their interpretation) or if new similar laws are passed in other jurisdictions, we may be required to re-engineer our products to use components compatible with these regulations. This re-engineering and component substitution could result in additional costs to us and/or disrupt our operations or logistics.

As part of the Circular Economy Action Plan, the European Commission amended the EU Waste Framework Directive (“WFD”) to include a number of measures related to waste prevention and recycling, whereby we are responsible for submitting product data to a Substances of Concern In articles as such or in complex objects (Products) (“ SCIP”) database containing information on Substances of Very High Concern (“SVHC”) in articles and in complex objects. The SCIP database is established under the WFD and managed by the European Chemicals Agency (“ECHA”). We have incurred costs in order to comply with this new requirement. Similar laws and regulations have been passed or are pending in the European Economic Area and the UK.

The EU’s WEEE Directive requires electronic goods producers to be responsible for the collection, recycling and treatment of such products. Although currently our EU international channel partners are responsible for the requirements of this directive as the importer of record in most of the European countries in which we sell our products, changes in interpretation of the regulations may cause us to incur costs or have additional regulatory requirements in the future to meet in order to comply with this directive, or with any similar laws adopted in other jurisdictions including the United States.

Our failure to comply with these and future environmental rules and regulations could result in decreased demand for our products and services resulting in reduced sales of our products, increased demand for competitive products and services that result in lower emissions than our products, increased costs, substantial product inventory write-offs, reputational damage, penalties and other sanctions, any of which could harm our business and financial condition. To date, our expenditures for environmental compliance have not had a material impact on our operating results or cash flows, and, although we cannot predict the future impact of such laws or regulations, they will likely result in additional costs. New laws may result in increased penalties associated with violations or require us to change the content of our products or how they are manufactured, which could have a material adverse effect on our business, operating results and financial condition.

***Investors’ expectations of our performance relating to environmental, social and governance factors may impose additional costs and expose us to new risks.***

There is an increasing focus from certain investors, employees, customers and other stakeholders concerning corporate responsibility, specifically related to ESG matters. Some investors may use these non-financial performance factors to guide their investment strategies and, in some cases, may choose not to invest in us if they believe our policies and actions relating to corporate responsibility are inadequate. The growing investor demand for measurement of non-financial performance is addressed by third-party providers of sustainability assessment and ratings on companies. The criteria by which our corporate responsibility practices are assessed may change due to the constant evolution of the sustainability landscape, which could result in greater expectations of us and cause us to undertake costly initiatives to satisfy such new criteria. For example, in 2023, California passed three separate climate bills governing disclosure of greenhouse gas emissions data, climate-related financials risks and details around emissions-related claims and carbon offsets. If we elect not to or are unable to satisfy such new criteria, investors may conclude that our policies and/or actions with respect to corporate social responsibility are inadequate and we may be subject to fines from regulatory authorities. We may face reputational damage in the event that we do not meet the ESG standards set by various constituencies.

Furthermore, in the event that we communicate certain initiatives and goals regarding ESG matters, such as our commitment to target Net-Zero on Scope 1 and Scope 2 emissions resulting from our owned facilities worldwide by 2030 or our commitment to the Paris Agreement via the Science Based Targets Initiative, we could fail, or be perceived to fail, in our achievement of such initiatives or goals, or we could be criticized for the scope, target and timelines of such initiatives or goals. If we fail to satisfy the expectations of investors, customers, employees, and other stakeholders or our initiatives are not executed as planned, our reputation and business, operating results and financial condition could be adversely impacted. In addition, the SEC adopted a rule that requires climate disclosures in periodic and other filings with the SEC covering fiscal years beginning in 2025, which rule has been stayed pending the completion of a judicial review. To comply with this SEC rule, if such rule goes into effect in their current form, we will be required to establish additional internal controls, engage additional consultants and incur additional costs related to evaluating, managing and reporting on our environmental impact and climate-related risks and opportunities. If we fail to implement sufficient oversight or accurately capture and disclose on environmental matters, our reputation, business, operating results and financial condition may be materially adversely affected.

#### **Risks Related to Finance, Accounting and Tax Matters**

***If our estimates or judgments relating to our critical accounting policies are based on assumptions that change or prove to be incorrect, our operating results could fall below expectations of securities analysts and investors, resulting in a decline in our stock price.***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as provided in "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates" in this Quarterly Report on Form 10-Q, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Our operating results may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our operating results to fall below the expectations of securities analysts and investors, resulting in a decline in our stock price. Significant assumptions and estimates used in preparing our condensed consolidated financial statements include those related to revenue recognition, deferred contract costs and commission expense, accounting for business combinations, contingent liabilities and accounting for income taxes.

***We are exposed to fluctuations in currency exchange rates, which could negatively affect our financial condition and results of operations.***

A significant portion of our operating expenses are incurred outside the United States. These expenses are denominated in foreign currencies and are subject to fluctuations due to changes in foreign currency exchange rates, particularly changes in the Euro, Japanese yen, Canadian dollar and British pound. A weakening of the U.S. dollar compared to foreign currencies would negatively affect our expenses and operating results, which are expressed in U.S. dollars. Additionally, fluctuations in the exchange rate of the Canadian dollar may negatively impact our development plans in Burnaby, Canada. While we are not currently engaged in material hedging activities, we have been hedging currency exposures relating to certain balance sheet accounts through the use of forward exchange contracts. If we stop hedging against any of these risks or if our attempts to hedge against these currency exposures are not successful, our financial condition and results of operations could be adversely affected. Our sales contracts are primarily denominated in U.S. dollars and therefore, while substantially all of our revenue is not subject to foreign currency risk, it does not serve as a hedge to our foreign currency-denominated operating expenses. In addition, a strengthening of the U.S. dollar may increase the real cost of our products to our customers outside of the United States, which may also adversely affect our financial condition and results of operations.

***We could be subject to changes in our tax rates, the adoption of new U.S. or international tax legislation, exposure to additional tax liabilities or impacts from the timing of tax payments.***

We are subject to taxes in the United States and numerous foreign jurisdictions, where a number of our subsidiaries are organized. Our provision for income taxes is subject to volatility and could be adversely affected by several factors, many of which are outside of our control. These include:

- the mix of earnings in countries with differing statutory tax rates or withholding taxes;
- changes in the valuation of our deferred tax assets and liabilities;
- transfer pricing adjustments;
- increases to corporate tax rates;

- an increase in non-deductible expenses for tax purposes, including certain stock-based compensation expense;
- changes in availability of tax credits and/or tax deductions;
- the timing of tax payments;
- tax costs related to intercompany realignments;
- tax assessments resulting from income tax audits or any related tax interest or penalties that could significantly affect our provision for income taxes for the period in which the settlement takes place; and
- changes in accounting principles, court decisions, tax rulings, and interpretations of or changes to tax laws, and regulations by international, federal or local governmental authorities.

We have open tax years that could be subject to the examination by the Internal Revenue Service (the "IRS") and other tax authorities. We currently have ongoing tax audits in the United Kingdom, Canada and several other foreign jurisdictions. The focus of all of these audits is the allocation of profits among our legal entities. We regularly assess the likelihood of adverse outcomes resulting from such examinations to determine the adequacy of our provision for income taxes. Although we believe that our estimates are reasonable, the ultimate tax outcome may differ from the amounts recorded in our condensed consolidated financial statements and may materially affect our financial results.

We may undertake corporate operating restructurings or transfers of assets that involve our group of foreign country subsidiaries through which we do business abroad, in order to maximize the operational and tax efficiency of our group structure. If ineffectual, such restructurings or transfers could increase our income tax liabilities, and in turn, increase our global effective tax rate. Moreover, our existing corporate structure and intercompany arrangements have been implemented in a manner we believe reasonably ensures that we are in compliance with current prevailing tax laws. However, the tax authorities of the jurisdictions in which we operate may challenge our methodologies for valuing developed technology or intercompany arrangements, which could impact our worldwide effective tax rate and harm our financial position and operating results.

Significant judgment is required in determining any valuation allowance recorded against deferred tax assets. In assessing the need for a valuation allowance, we consider all available evidence, including past operating results, estimates of future taxable income and the feasibility of tax planning strategies. In the event that we change our determination as to the amount of deferred tax assets that can be realized, we will adjust our valuation allowance with a corresponding impact to the provision for income taxes in the period in which such determination is made.

***Forecasting our estimated annual effective tax rate is complex and subject to uncertainty, and there may be material differences between our forecasted and actual tax rates.***

Forecasts of our income tax position and effective tax rate are complex, subject to uncertainty and periodic updates because our income tax position for each year combines the effects of a mix of profits earned and losses incurred by us in various tax jurisdictions with a broad range of income tax rates, as well as changes in the valuation of deferred tax assets and liabilities, the impact of various accounting rules and changes to these rules and tax laws, the results of examinations by various tax authorities, and the impact of any acquisition, business combination or other reorganization or financing transaction. To forecast our global tax rate, we estimate our pre-tax profits and losses by jurisdiction and forecast our tax expense by jurisdiction. If the mix of profits and losses, our ability to use tax credits or our effective tax rate in a given jurisdiction differs from our estimate, our actual tax rate could be materially different than forecasted, which could have a material impact on our results of business, financial condition and results of operations. Additionally, our actual tax rate may be subject to further uncertainty due to potential changes in U.S. and foreign tax rules.

As a multinational corporation, we conduct our business in many countries and are subject to taxation in many jurisdictions. The taxation of our business is subject to the application of multiple and sometimes conflicting tax laws and regulations, as well as multinational tax conventions. Our effective tax rate is highly dependent upon the geographic distribution of our worldwide earnings or losses, the tax regulations in each geographic region, the availability of tax credits and carryforwards and the effectiveness of our tax planning strategies. The application of tax laws and regulations is subject to legal and factual interpretation, judgment and uncertainty. Tax laws themselves are subject to change as a result of changes in fiscal policy, changes in legislation and the evolution of regulations and court rulings. Consequently, tax authorities may impose tax assessments or judgments against us that could materially impact our tax liability and/or our effective income tax rate.

The Organisation for Economic Co-operation and Development (the "OECD"), an international association comprised of 38 countries, including the United States, has issued and continues to issue guidelines and proposals that change various aspects of the existing framework under which our tax obligations are determined in many of the countries in which we do

business. Due to our extensive international business activities, any changes in the taxation of such activities could increase our tax obligations in many countries and may increase our worldwide effective tax rate.

### **Risks Related to Ownership of Our Common Stock**

***As a public company, we are subject to compliance initiatives that will require substantial time from our management and result in significantly increased costs that may adversely affect our operating results and financial condition.***

The Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley"), Dodd-Frank and other rules implemented by the SEC and The Nasdaq Stock Market impose various requirements on public companies, including requiring changes in corporate governance practices. These requirements, as well as proposed corporate governance laws and regulations under consideration, may further increase our compliance costs. If compliance with these various legal and regulatory requirements diverts our management's attention from other business concerns, it could have a material adverse effect on our business, financial condition and results of operations. Sarbanes-Oxley requires, among other things, that we assess the effectiveness of our internal control over financial reporting annually, and of our disclosure controls and procedures quarterly. Although our most recent assessment, testing and evaluation resulted in our conclusion that, as of December 31, 2023, our internal controls over financial reporting were effective, we cannot predict the outcome of our testing in 2024 or future periods and there can be no assurance that, in the future, our internal controls over financial reporting will be effective or deemed effective. We may incur additional expenses and commitment of management's time in connection with further evaluations, both of which could materially increase our operating expenses and accordingly reduce our operating results.

***If equity research or industry analysts stop publishing research or reports about our business, issue unfavorable commentary, downgrade our shares of common stock or publish inaccurate information, our stock price and trading volume could decline.***

The trading market for our common stock is influenced in part by the research and reports that equity research and industry analysts publish about us or our business. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline. Furthermore, if one or more of these analysts downgrades our stock or issues unfavorable commentary about our business, the price of our stock could decline. We have in the past experienced downgrades and may in the future experience downgrades. In addition, these analysts may publish their own financial projections, which may vary widely and may not accurately predict the results we actually achieve, which in turn could cause our share price to decline if our actual results do not match their projections. If one of these analysts were to publish inaccurate negative information about us or our business, our stock price could decline. Moreover, if securities analysts publish inaccurate positive information, stockholders could buy our stock and the stock price may later decline.

***The trading price of our common stock may be volatile, which may be exacerbated by share repurchases under our Share Repurchase Program.***

The market price of our common stock may be subject to wide fluctuations in response to, among other things, the risk factors described in this periodic report, news about us and our financial results, news about our competitors and their results, and other factors such as rumors or fluctuations in the valuation of companies perceived by investors to be comparable to us. For example, during the six months ended June 30, 2024, the closing price of our common stock ranged from \$57.78 to \$73.07 per share.

Furthermore, stock markets have experienced price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. These fluctuations often have been unrelated or disproportionate to the operating performance of those companies. These broad market and industry fluctuations, as well as general economic, political and market conditions, such as recessions, interest rate changes or international currency fluctuations, may negatively affect the market price of our common stock.

In the past, many companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

***Share repurchases under the Repurchase Program could increase the volatility of the trading price of our common stock, could diminish our cash reserves, could occur at non-optimal prices and may not result in the most effective use of our capital.***

In January 2024, our board of directors approved a \$500.0 million increase in the authorized share repurchase amount under the Repurchase Program, bringing the aggregate amount authorized to be repurchased to \$7.25 billion of our outstanding common stock. In February 2024, our board of directors approved an extension of the Repurchase Program to February 28, 2025. As of June 30, 2024, approximately \$1.03 billion remained available for future share repurchases. Share repurchases under the Repurchase Program could affect the price of our common stock, increase stock price volatility and diminish our cash reserves. In addition, an announcement of the reduction, suspension or termination of the Repurchase Program could result in a decrease in the trading price of our common stock. Moreover, our stock price could decline, resulting in repurchases made at non-optimal prices. Our failure to repurchase our stock at optimal prices may be perceived by investors as an inefficient use of our cash and cash equivalents, which could result in litigation that may have an adverse effect on our business, operating results and financial condition. In addition, while our board of directors carefully considers various alternative uses of our cash and cash equivalents in determining whether to authorize stock repurchases, there can be no assurance that the decision by our board of directors to repurchase stock would result in the most effective uses of our cash and cash equivalents, and there may be alternative uses of our cash and cash equivalents that would be more effective, such as investing in growing our business organically or through acquisitions.

***Anti-takeover provisions contained in our certificate of incorporation and bylaws, as well as provisions of Delaware law, could impair a takeover attempt.***

Our certificate of incorporation, bylaws and Delaware law contain provisions that could have the effect of rendering more difficult, delaying or preventing an acquisition deemed undesirable by our board of directors. Our corporate governance documents include provisions:

- authorizing “blank check” preferred stock, which could be issued by the board without stockholder approval and may contain voting, liquidation, dividend and other rights superior to our common stock;
- limiting the liability of, and providing indemnification to, our directors and officers;
- requiring advance notice of stockholder proposals for business to be conducted at meetings of our stockholders and for nominations of candidates for election to our board of directors;
- providing that certain litigation matters may only be brought against us in state or federal courts in the State of Delaware;
- controlling the procedures for the conduct and scheduling of board and stockholder meetings; and
- providing the board of directors with the express power to postpone previously scheduled annual meetings and to cancel previously scheduled special meetings.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management.

In addition, our amended and restated bylaws provide that unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Any person or entity purchasing or otherwise acquiring any interest in any of our securities shall be deemed to have notice of and consented to this provision. This provision, as well as provisions providing that certain litigation matters may only be brought against us in state or federal courts in the State of Delaware, may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers and other employees.

As a Delaware corporation, we are also subject to provisions of Delaware law, including Section 203 of the Delaware General Corporation Law, which prevents stockholders holding more than 15% of our outstanding common stock from engaging in certain business combinations without approval of the holders of a substantial majority of all of our outstanding common stock.

Any provision of our certificate of incorporation, bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock.

However, these anti-takeover provisions will not have the effect of preventing activist stockholders from seeking to increase short-term stockholder value through actions such as nominating board candidates and requesting that we pursue strategic combinations or other transactions. These actions could disrupt our operations, be costly and time-consuming and divert the attention of our management and employees. In addition, perceived uncertainties as to our future direction as a result of activist stockholder actions could result in the loss of potential business opportunities, as well as other negative business consequences. Actions of an activist stockholder may also cause fluctuations in our stock price based on speculative market perceptions or other factors that do not necessarily reflect our business. Further, we may incur significant expenses in retaining professionals to advise and assist us on activist stockholder matters, including legal, financial, communications advisors and solicitation experts, which may negatively impact our future financial results.

## **General Risks**

***Political instability, changes in trade agreements and conflicts such as the war in Ukraine and the Israel-Hamas war could adversely affect our business and financial performance.***

Economic uncertainty in various global markets caused by political instability and conflict, such as the war in Ukraine and the Israel-Hamas war has resulted, and may continue to result in weakened demand for our products and services and difficulty in forecasting our financial results and managing inventory levels. Political developments impacting government spending and international trade, including potential government shutdowns and trade disputes and tariffs may negatively impact markets and cause weaker macroeconomic conditions. The effects of these events may continue due to potential U.S. government shutdowns and the transition in administrations, and the United States' ongoing trade disputes with Russia, China and other countries. The continuing effect of any or all of these events could adversely impact demand for our products, harm our operations and weaken our financial results.

***Global economic uncertainty, an economic downturn, the possibility of a recession, inflation, rising interest rates, changes to government spending, and weakening product demand could adversely affect our business and financial performance.***

Economic challenges caused by the economic downturn, any resulting recession, inflation or rise in interest rates can weaken and harm our financial position. The U.S. capital markets have experienced and continue to experience extreme volatility and disruption. Inflation rates in the United States significantly increased in 2022 resulting in federal action to increase interest rates, adversely affecting capital markets activity. Further deterioration of the macroeconomic environment and regulatory action may adversely affect our business, operating results and financial condition.

***Our business is subject to the risks of earthquakes, drought, fire, power outages, typhoon, floods, virus outbreaks and other broad health-related challenges, cyber events and other catastrophic events, and to interruption by manmade problems such as civil unrest, war, labor disruption, critical infrastructure attack and terrorism.***

A significant natural disaster, such as an earthquake, drought, fire, power outage, flood, viral outbreak or other catastrophic event, could have a material adverse impact on our business, operating results and financial condition. Our corporate headquarters are located in the San Francisco Bay Area, a region known for seismic activity, and our research and development and data center in Burnaby, Canada, from which we deliver to customers our FortiGuard and other security subscription updates, is subject to the risk of flooding and is also in a region known for seismic activity. Any earthquake in the Bay Area or Burnaby, or flooding in Burnaby, could materially negatively impact our ability to provide products and services, such as FortiCare support and FortiGuard subscription services and could otherwise materially negatively impact our business. In addition, natural disasters could affect our manufacturing vendors, suppliers or logistics providers' ability to perform services, such as obtaining product components and manufacturing products, or performing or assisting with shipments, on a timely basis, as well as our customers' ability to order from us and our employees' ability to perform their duties. For example, a typhoon in Taiwan could materially negatively impact our ability to manufacture and ship products and could result in delays and reductions in billings and revenue, or the effects of epidemics and pandemics may negatively impact our ability to manufacture and ship products, possibly in a material way, and could result in delays and reductions in billings and revenue, also possibly in a material way. The impact of climate change could affect economies in ways that negatively impact us and our results of operations. In the event our or our service providers' information technology systems or manufacturing or logistics abilities are hindered by any of the events discussed above, shipments could be delayed, resulting in our missing financial targets, such as revenue and shipment targets, for a particular quarter. In addition, regional instability, international disputes, wars, such as the war in Ukraine and the Israel-Hamas war and any expansion thereof, and other acts of aggression, civil and political unrest, labor disruptions, rebellions, acts of terrorism and other geo-political unrest could cause disruptions in our business or the business of our manufacturers, suppliers, logistics providers, partners or end-customers, or of the economy as a whole. Given our typical concentration of sales at the end of each quarter, any disruption in the business of our manufacturers, logistics providers, partners or end-customers that impacts sales at the end of our quarter could have a significant adverse impact on our quarterly results. To the extent that any of the above results in security risks to our customers, delays or

cancellations of customer orders, the delay of the manufacture, deployment or shipment of our products or interruption or downtime of our services, our business, financial condition and results of operations would be adversely affected.

***Changes in financial accounting standards may cause adverse unexpected fluctuations and affect our reported results of operations.***

A change in accounting standards or practices, and varying interpretations of existing or new accounting pronouncements, as well as significant costs incurred or that may be incurred to adopt and to comply with these new pronouncements, could have a significant effect on our reported financial results or the way we conduct our business. If we do not ensure that our systems and processes are aligned with the new standards, we could encounter difficulties generating quarterly and annual financial statements in a timely manner, which could have an adverse effect on our business, our ability to meet our reporting obligations and compliance with internal control requirements.

Management will continue to make judgments and assumptions based on our interpretation of new standards. If our circumstances change or if actual circumstances differ from our assumptions, our operating results may be adversely affected and could fall below our publicly announced guidance or the expectations of securities analysts and investors, resulting in a decline in the market price of our common stock. Further, marketable equity investments are required to be measured at fair value (with subsequent changes in fair value recognized in net income), which may increase the volatility of our earnings.

**ITEM 2. Unregistered Sales of Equity Securities, Use of Proceeds and Issuer Purchases of Equity Securities**

***Purchases of Equity Securities by the Issuer and Affiliated Purchasers***

***Share Repurchase Program***

There were no shares repurchased under the Repurchase Program during the three months ended June 30, 2024. As of June 30, 2024, \$1.03 billion remained available for future share repurchases under the Repurchase Program.

**ITEM 5. Other Information**

***Rule 10b5-1 Trading Plans***

On May 22, 2024, John Whittle, our Chief Operating Officer, entered into a pre-arranged written stock sale plan in accordance with Rule 10b5-1 under the Exchange Act for the sale of shares of our common stock (the “Whittle Plan”) during an open trading window in accordance with our insider trading policy. The Whittle Plan is intended to satisfy the affirmative defense of Rule 10b5-1(c) under the Exchange Act. The Whittle Plan provides for the potential sale by Mr. Whittle of up to 141,820 shares of our common stock, issued upon the exercise of vested options to purchase shares of our common stock, at the market price, between August 21, 2024 and February 20, 2026.

The Whittle Plan includes a representation from Mr. Whittle to the broker administering the plan that he was not in possession of any material nonpublic information regarding us or the securities subject to the Whittle Plan at the time that he entered into the Whittle Plan. He made a similar representation to us in connection with the adoption of the Whittle Plan under our insider trading policy. The representation was made as of May 22, 2024 and speaks only as of that date. In making the representation, Mr. Whittle did not provide assurance with respect to any material nonpublic information of which he was unaware, or with respect to any material nonpublic information acquired by him or us after the date of the representation.

Once executed, transactions under the Whittle Plan will be disclosed publicly through Form 4 and/or Form 144 filings with the SEC in accordance with applicable securities laws, rules and regulations. Except as may be required by law, we do not undertake any obligation to update or report any modification, termination or other activity under current or future Rule 10b5-1 plans that may be adopted by Mr. Whittle or our other officers or directors or their affiliated entities.

***Amended and Restated Change of Control Severance Agreements***

On August 7, 2024, we entered into an Amended and Restated Change of Control Severance Agreement (each, a “Change of Control Agreement”) with each of Ken Xie, our Chief Executive Officer, Michael Xie, our President and Chief Technology Officer, Keith Jensen, our Chief Financial Officer, and John Whittle, our Chief Operating Officer (each, an “Executive”). Each Change of Control Agreement is effective August 7, 2024 and will amend and restate our existing Amended and Restated Change of Control Severance Agreement with the applicable Executive (the “Existing Agreements”), each of which would have otherwise expired on August 7, 2024. The term of each Change of Control Agreement will expire on August 7, 2029 if not otherwise extended.



## *CEO*

Pursuant to the Change of Control Agreement with Ken Xie, if Mr. Xie is terminated without Cause (as defined in each Executive's Change of Control Agreement) or if Mr. Xie terminates his employment with us for Good Reason (as defined in the Executive's Change of Control Agreement) more than three months prior to, or absent, a Change of Control, or after 12 months following a Change of Control, Mr. Xie will be entitled to: (i) a severance payment in an amount equal to 12 months of Mr. Xie's then-current base salary; (ii) 12 months of Mr. Xie's COBRA Benefit (as defined in the Executive's Change of Control Agreement); and (iii) acceleration of the unvested Time-Vesting Awards (as defined in the Executive's Change of Control Agreement) then held by Mr. Xie that would have vested over the next 12 months; treatment of Mr. Xie's Performance-Based Awards (as defined in the Executive's Change of Control Agreement) shall remain subject to the award agreement governing such awards.

Also pursuant to the Change of Control Agreement with Mr. Xie, if Mr. Xie is terminated without Cause or if Mr. Xie terminates his employment with us for Good Reason within three months prior to through 12 months following a Change of Control, Mr. Xie will be entitled to: (i) a severance payment in an amount equal to 12 months of Mr. Xie's then-current base salary; (ii) a severance payment equal to 100% of Mr. Xie's annual target bonus for the year in which the termination occurs, subject to Mr. Xie's effective execution of a Release (as defined in the Executive's Change of Control Agreement); (iii) 12 months of Mr. Xie's COBRA Benefit; and (iv) acceleration of 100% of the unvested Time-Vesting Awards and Performance-Based Awards then held by Mr. Xie.

## *Non-CEO Executives*

Pursuant to each Change of Control Agreement with Michael Xie, Keith Jensen and John Whittle (each, a "Non-CEO Executive"), if such Non-CEO Executive is terminated without Cause or if such Non-CEO Executive terminates the Non-CEO Executive's employment with us for Good Reason prior to, or absent, a Change of Control, or after 12 months following a Change of Control, the Non-CEO Executive will be entitled to: (i) a severance payment in an amount equal to 12 months of the Non-CEO Executive's then-current base salary; (ii) 12 months of such Non-CEO Executive's COBRA Benefit; and (iii) acceleration of the unvested Time-Vesting Awards then held by such Non-CEO Executive that would have vested over the next 12 months. Treatment of such Non-CEO Executive's Performance-Based Awards shall remain subject to the award agreement governing such awards.

Also pursuant to each Change of Control Agreement with each Non-CEO Executive, if such Non-CEO Executive is terminated without Cause or if a Non-CEO Executive terminates the Non-CEO Executive's employment with us for Good Reason within 12 months following a Change of Control, the Executive will be entitled to: (i) a severance payment in an amount equal to 12 months of the Non-CEO Executive's then-current base salary; (ii) a severance payment equal to 100% of the Non-CEO Executive's annual target bonus for the year in which the termination occurs, subject to the Non-CEO Executive's effective execution of a Release; (iii) 12 months of such Non-CEO Executive's COBRA Benefit; and (iv) acceleration of 100% of the unvested Time-Vesting Awards and Performance-Based Awards then held by the Non-CEO Executive.

## *Other Terms*

In the event of acceleration of an Executive's unvested equity awards, the awards will remain exercisable, to the extent applicable, following the termination for the period prescribed in the respective stock plan and agreement for each award. In the event any payment to an Executive is subject to the excise tax imposed by Section 4999 of the Internal Code of 1986, as amended (the "Code") (as a result of a payment being classified as a "parachute payment" under Section 280G of the Code), the Executive will be entitled to receive such payment as would entitle the Executive to receive the greatest after-tax benefit of either the full payment or a lesser payment which would result in no portion of such severance benefits being subject to excise tax.

The foregoing descriptions are qualified in their entirety by reference to the full text of the Change of Control Agreements, which are filed as exhibits to this Quarterly Report on Form 10-Q and are incorporated herein by reference.



## ITEM 6. Exhibits

The exhibits listed in the accompanying Exhibit Index are filed or incorporated by reference as part of this Quarterly Report on Form 10-Q.

### EXHIBIT INDEX

		Incorporated by reference herein		
		Form	Date	Exhibit Number
<a href="#">10.1*</a>	Amended and Restated Change of Control Severance Agreement, effective as of August 7, 2024, between the Company and Ken Xie			
<a href="#">10.2*</a>	Amended and Restated Change of Control Severance Agreement, effective as of August 7, 2024, between the Company and Michael Xie			
<a href="#">10.3*</a>	Amended and Restated Change of Control Severance Agreement, effective as of August 7, 2024, between the Company and John Whittle			
<a href="#">10.4*</a>	Amended and Restated Change of Control Severance Agreement, effective as of August 7, 2024, between the Company and Keith Jensen			
<a href="#">31.1*</a>	Certification of Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002			
<a href="#">31.2*</a>	Certification of Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002			
<a href="#">32.1#</a>	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002			
101.INS*	Inline XBRL Instance Document - the instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.			
101.SCH*	Inline XBRL Taxonomy Extension Schema Document			
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document			
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document			
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document			
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document			
104*	Cover Page Interactive Data File - the cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 is formatted in inline XBRL.			

\* Filed herewith.

# Furnished herewith.

**SIGNATURES**

Pursuant to the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: August 7, 2024

**FORTINET, INC.**

By: /s/ Ken Xie

**Ken Xie, Chief Executive Officer and Chairman**  
**(Duly Authorized Officer and Principal Executive Officer)**

Date: August 7, 2024

**FORTINET, INC.**

By: /s/ Keith Jensen

**Keith Jensen, Chief Financial Officer**  
**(Duly Authorized Officer and Principal Financial Officer)**

Date: August 7, 2024

**FORTINET, INC.**

By: /s/ Christiane Ohlgart

**Christiane Ohlgart, Chief Accounting Officer**  
**(Duly Authorized Officer and Principal Accounting Officer)**

FORTINET, INC.

AMENDED AND RESTATED

CHANGE OF CONTROL SEVERANCE AGREEMENT

This Amended and Restated Change of Control Severance Agreement (this “**Agreement**”) is made and entered into by and between Ken Xie (“**Executive**”) and Fortinet, Inc. (the “**Company**”), effective as of August 7, 2024 (the “**Effective Date**”) and supersedes the Amended and Restated Change of Control Severance Agreement, between Executive and the Company (the “**Prior Agreement**”), dated as of August 7, 2019.

RECITALS

1. It is expected that the Company from time to time will consider the possibility of an acquisition by another company or other change of control. The Board of Directors of the Company (the “**Board**”) recognizes that such consideration can be a distraction to Executive and can cause Executive to consider alternative employment opportunities. The Board has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined herein) of the Company.

2. The Board believes that it is in the best interests of the Company and its stockholders to provide Executive with an incentive to continue his or her employment and to motivate Executive to maximize the value of the Company upon a Change of Control for the benefit of its stockholders.

3. The Board believes that it is imperative to provide Executive with certain benefits upon termination of employment prior to and following a Change of Control. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement will terminate upon the earliest to occur of: (a) the Agreement's termination date as provided in Section 8 below, (b) termination of Executive's employment *other than due to* (i) termination by the Company other than for Cause (as defined herein) or (ii) resignation by Executive for Good Reason (as defined herein); and (c) the date that all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law.

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3. Severance Benefits.

(a) Involuntary Termination More than 3 Months Prior to, or Absent, a Change of Control or After 12 Months Following a Change of Control. If more than three (3) months prior to, or absent, a Change of Control, or after twelve (12) months following a Change of Control, (i) the Company (or any parent or subsidiary of the Company) terminates Executive's employment without Cause or (ii) Executive terminates Executive's employment with the Company (or any parent or subsidiary of the Company) for Good Reason, then, subject to Sections 3(c) and (d) below, Executive will receive the following severance from the Company:

(i) Severance Payment. Executive will receive continuing payments of severance pay for a period of twelve (12) months from the date of such termination equal to Executive's base salary rate as in effect immediately prior to Executive's termination.

(ii) Equity Awards. Each of Executive's then-outstanding Time-Vesting Awards (as defined below) shall accelerate and become vested and exercisable or settled with respect to the then-unvested shares subject thereto that would have otherwise vested over a twelve (12) month period following such termination pursuant to the vesting schedule set forth in the award agreement. The Awards will remain exercisable following the termination for the period prescribed in the respective stock plan and agreement for each award. Treatment of Performance-Based Awards (as defined below) shall be subject to the award agreement governing their grant.

**"Time-Vesting Awards"** means all awards for shares of the Company's common stock granted under a Company equity plan, including but not limited to options, restricted stock, restricted stock units, stock bonus awards or stock appreciation rights ("**Awards**"), that are subject solely to time based vesting as of Executive's termination. Time-Vesting Awards shall include Performance-Based Awards to the extent applicable performance metrics have been satisfied as of, or are satisfied upon, Executive's termination date.

**"Performance-Based Awards"** means all Awards that are subject to unsatisfied performance metrics as of Executive's termination.

(iii) COBRA Benefit. If Executive participates in the Company's group health insurance plans (i.e., major medical, dental and vision) on the date of Executive's termination and timely elects continued coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (together with any state law of similar effect, "**COBRA**"), the Company will pay the COBRA premiums to continue such coverage (including for Executive and Executive's eligible dependents who have elected and remain enrolled in such COBRA coverage) for a period (the "**COBRA Payment Period**") beginning on the first day following the day that Executive's active employee health coverage ends as the result of Executive's termination, and ending on the earliest to occur of (i) twelve (12) months, (ii) the expiration of Executive's eligibility for continuation coverage under COBRA and (iii) the first month for which Executive is eligible for health insurance coverage in connection with new employment or self-employment. Alternatively, the Company may elect to pay Executive a taxable cash payment in lieu of the continued coverage, equal to the amount that the Company would have

otherwise paid for the COBRA premiums (based on the premium for the first month of coverage), which payment will be made regardless of whether Executive or Executive's eligible dependents elect COBRA continuation coverage and will be paid in monthly installments for the COBRA Payment Period, except that payments shall commence (with any make-up payments) in the Company's first regular payroll following the Release Deadline. Continued health coverage or payment of a taxable cash amount pursuant to the foregoing is referred to as the "**COBRA Benefit**".

(b) Involuntary Termination within 3 Months Prior to through 12 Months Following a Change of Control If within the period commencing three (3) months prior to a Change of Control and ending twelve (12) months following a Change of Control, (i) the Company (or any parent or subsidiary of the Company) terminates Executive's employment without Cause or (ii) Executive terminates Executive's employment with the Company (or any parent or subsidiary of the Company) for Good Reason, then, subject to Section 3(c) and Section 3(d) below, Executive will receive the following severance from the Company:

(i) Severance Payment. Executive will receive (i) continuing payments of severance pay for a period of twelve (12) months from the date of such termination equal to Executive's base salary rate as in effect immediately prior to (A) the Change of Control, or (B) Executive's termination, whichever is greater, and (ii) a payment equal to one hundred percent (100%) of the Executive's annual target bonus for the year in which the termination occurs, payable in a cash lump sum no later than 10 days after the Release (as defined below) becomes effective and irrevocable, and no later than March 15<sup>th</sup> of the year following such termination.

(ii) Equity Awards. Each of Executive's then-outstanding Time-Vesting Awards and Performance-Based Awards shall accelerate and become vested and exercisable or settled with respect to 100% of the then-unvested shares subject thereto. Unless otherwise set forth in the applicable award agreement, the number of shares subject to Performance-Based Awards eligible for the foregoing acceleration shall be determined based on deemed achievement of all performance goals or other vesting criteria at one hundred percent (100%) of target levels and satisfaction of all other terms and conditions. The Awards will remain exercisable, to the extent applicable, following the termination for the period prescribed in the respective stock plan and agreement for each Award.

(iii) COBRA Benefits. Executive will receive the COBRA Benefit.

(c) Release of Claims Agreement. The receipt of any severance pay or other benefits pursuant to Sections 3(a) and (b) above will be subject to Executive signing and not revoking the Company's form of general release of all claims (the "**Release**") and allowing such Release to become non-revocable prior to the 60<sup>th</sup> day following the earlier of the effective date of the Change of Control or Executive's termination of employment (the "**Release Deadline**").

(d) Restrictive Covenants. The receipt of any severance pay or other benefits pursuant to Sections 3(a) and (b) above will also be subject to Executive's continued compliance with any written agreements between the Company and Executive relating to confidentiality, non-competition, non-solicitation and non-interference, to the extent permitted by applicable law,

including but not limited to Executive's Fortinet Confidentiality Agreement (the **Confidentiality Agreement**”).

(e) Timing of Severance Payments. Subject to Section 3(c), the Company will commence payment of the salary-based severance payments to which Executive is entitled in the payroll period immediately following the Release Deadline, provided that the first such cash payment shall include all amounts that otherwise would have been due prior thereto under the terms of this Agreement had such payments commenced immediately upon the termination of Executive's employment with the Company, and any payments made after the first such payment shall continue with the same timing as in effect immediately prior to Executive's termination of employment. If Executive should die before all amounts have been paid, such unpaid amounts will be paid in a lump-sum payment (less any withholding taxes) to Executive's designated beneficiary, if living, or otherwise to the personal representative of Executive's estate.

(f) Voluntary Resignation; Termination For Cause. If Executive's employment with the Company terminates (i) voluntarily by Executive (except upon a termination for Good Reason) or (ii) for Cause by the Company (or any parent or subsidiary of the Company), then Executive will not be entitled to receive severance or other benefits except for those benefits (if any) which do not concern acceleration of Award vesting or severance pay based on termination of employment as may then be established under other Company policies or programs, if any.

(g) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability (as defined herein), or Executive's employment terminates due to his or her death, then Executive will not be entitled to receive severance or other benefits except for those benefits (if any) which do not concern acceleration of Award vesting or severance pay based on termination of employment as may then be established under other Company policies or programs, if any.

(h) Section 409A. Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement, will be payable until Executive has a “separation from service” within the meaning of Section 409A, and the regulations promulgated thereunder (“**Section 409A**”) of the Internal Revenue Code of 1986, as amended (the “**Code**”). To the extent (i) any payments to which Executive becomes entitled under this Agreement, or any agreement or plan referenced herein, in connection with the termination of Executive's employment with and/or services to the Company constitute deferred compensation subject to Section 409A and (ii) Executive is deemed at the time of such termination of employment to be a “specified” employee under Section 409A, then such payment or payments shall not be made or commence until the earlier of (A) the expiration of the six (6)-month period measured from Executive's termination or (B) the date of Executive's death following such termination; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Executive, including (without limitation) the additional twenty percent (20%) tax for which Executive would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been

made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to Executive or Executive's beneficiary in one lump sum (without interest). Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. To the extent necessary to comply with Section 409A of the Code, if the designated payment period for any payment under this Agreement begins in one taxable year and ends in the next taxable year, the payment will be made in the later taxable year. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Executive and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

4. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 4, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's severance benefits under Section 4(a)(i) will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction shall occur in the following order: reduction of cash payments; cancellation of awards granted "contingent on a change in ownership or control" (within the meaning of Section 280G of the Code); cancellation of accelerated vesting of equity awards; reduction of employee benefits. Within any such category of "parachute payment", a reduction shall occur first with respect to amounts that are not "deferred compensation" within the meaning of Section 409A and then with respect to amounts that are, and to the extent any such payment is to be made over time (e.g., in installments, etc.), then the payments shall be waived in reverse chronological order. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity awards. Unless the Company and Executive otherwise agree in writing, any determination required under this

Section 4 will be made in writing by an independent firm immediately prior to Change of Control (the **Firm**"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 4, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 4.

5. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. "**Cause**" is defined as: (i) an act of dishonesty made by Executive in connection with Executive's responsibilities as an employee that materially adversely affects the Company; (ii) Executive's conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude; (iii) Executive's gross misconduct that materially and adversely affects the Company's reputation or business; (iv) Executive's continued intentional refusal to perform his employment duties in a material fashion that materially and adversely affects the Company's reputation or business, after Executive has received a written demand of performance from the Company which specifically sets forth the factual basis for the Company's belief that Executive has not substantially performed his duties and Executive continues to refuse to cure such non-performance within thirty (30) days after receiving such notice; (iv) Executive has breached any material term or condition of the Executive's Confidentiality Agreement with the Company or has otherwise improperly disclosure of the Company's confidential or proprietary information that materially adversely affects the Company; (v) Executive has breached any material term or condition of the Executive's any written Company policy or the Company's written code of conduct that has been made available to Executive prior to such breach or any other material agreement with the Company or (vi) Executive has obstructed or impeded, or failed to materially cooperate with, any investigation authorized by the Board or any governmental or self-regulatory entity; provided, however that failure to waive attorney-client privilege relating to communications with Executive's own attorney in connection with such investigation will not constitute "Cause" *provided, however*, that the action or conduct described in clauses (iv), (v) and (vi) above will constitute "Cause" only if such action or conduct continues after the Company has provided you with written notice thereof and thirty (30) days to cure the same if such action or conduct is curable.

(b) Change of Control. "**Change of Control**" of the Company is defined as:

(i) the acquisition by any one person, or more than one person acting as a group (for these purposes, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company) ("**Person**"), that is or becomes the owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of



the total voting power represented by the Company's then outstanding securities; provided, however, that for purposes of this subsection (i), the acquisition of additional securities by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the securities of the Company shall not be considered a Change of Control;

(ii) a change in the composition of the Board occurring within a twelve (12)-month period, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" will mean directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company);

(iii) the date of the consummation of a merger or consolidation of the Company with any other corporation that has been approved by the stockholders of the Company, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) fifty percent (50%) or more of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company; or

(iv) a change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this Section 5(c)(iv), the following shall not constitute a change in the ownership of a substantial portion of the Company's assets: (1) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer; or (2) a transfer of assets by the Company to: (A) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's securities; (B) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company; (C) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company; or (D) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in subclause (C). For purposes of clause (2) above, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

Notwithstanding the foregoing, a Company transaction that does not constitute a change in control event under Treasury Regulation 1.409A-3(i)(5)(v) or (vii) shall be not be considered a Change of Control.

(c) Disability. “**Disability**” will mean that Executive has been unable to perform his Company duties as the result of his incapacity due to physical or mental illness, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to Executive or Executive’s legal representative (such Agreement as to acceptability not to be unreasonably withheld). Termination resulting from Disability may only be effected after at least thirty (30) days’ written notice by the Company of its intention to terminate Executive’s employment. In the event that Executive resumes the performance of substantially all of his duties hereunder before the termination of his employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) Good Reason. “**Good Reason**” means the occurrence of one or more of the following events without Executive’s express written consent: (i) the assignment to Executive of any duties or the reduction of Executive’s duties, either of which results in a material diminution in Executive’s position or responsibilities with the Company in effect immediately prior to such assignment, or the removal of Executive from such position and responsibilities, unless Executive is provided with comparable duties, position and responsibilities; provided, however, it being understood that a new position with a larger combined company does not alone constitute “Good Reason” if it is in the same area of operations and involves substantially the same duties and scope of responsibilities and management responsibility notwithstanding that Executive may not retain as senior of a title within the larger combined company as Executive’s prior title; (ii) a material reduction by the Company in the base salary of Executive; provided that, it being understood that a reduction by the Company by five percent (5%) or more in the base salary or bonus opportunity of Executive as in effect immediately prior to such reduction shall be deemed Good Reason within the meaning of this clause (ii); (iii) a material change in the geographic location at which Executive must perform services (for purposes of this Agreement, the relocation of Executive to a facility or a location less than twenty-five (25) miles from Executive’s then-present location shall not be considered a material change in geographic location); (iv) any material breach by the Company of any material provision of this Agreement, or (vi) the failure of the Company to obtain the assumption of this Agreement by any successor. Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for “Good Reason” within ninety (90) days of the initial existence of the grounds for “Good Reason” and a reasonable cure period of not less than thirty (30) days following the date of such notice, and Executive’s resignation of employment must occur no later than thirty (30) days following the end of such thirty (30) day cure period.

6. Successors.

(a) The Company’s Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term “Company” will

include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 6(a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

7. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of Executive, mailed notices will be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its President.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason or as a result of a voluntary resignation by Executive will be communicated by a notice of termination to the other party hereto given in accordance with Section 7(a) of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than thirty (30) days after the giving of such notice). The failure by Executive to include in the notice any fact or circumstance which contributes to a showing of Good Reason will not waive any right of Executive hereunder or preclude Executive from asserting such fact or circumstance in enforcing his or her rights hereunder.

8. Term of Agreement. This Agreement will have a term of five (5) years commencing on the Effective Date, which shall not be subject to renewal, unless a Change of Control occurs during such five (5)-year period, in which case this Agreement will continue until all payments and benefits, if any, have been made to Executive.

9. Arbitration. In the event of any dispute or claim relating to or arising out of Executive's employment relationship with the Company or this Agreement, Executive and the Company agree that any and all disputes between Executive and the Company will be fully and finally resolved by binding arbitration in accordance with the arbitration clause set forth in the Confidentiality Agreement, pursuant to which Executive is waiving any and all rights to a jury trial.

10. Miscellaneous Provisions.

(a) Unfunded. Benefits provided under this Agreement are paid from the general assets of the Company, and are not funded.

(b) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(c) Amendment; Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(d) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter described herein, and supersedes the Prior Agreement in its entirety. Executive acknowledges and agrees that this Agreement encompasses all the rights of Executive to any acceleration of Award vesting or severance pay based on termination of employment, and Executive hereby agrees that he or she has no such rights except as stated herein, and Executive agrees that any such rights, whether in an employment agreement, offer letter, stock option agreement, stock option plan, equity award agreement or other agreement, are hereby waived. By executing this Agreement, Executive acknowledges and agrees that Executive has had the opportunity to consult with Executive's own counsel and has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company or any other person other than those contained in writing herein.

(f) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

(g) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(h) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes. By entering into this Agreement, Executive agrees to review with Executive's own tax advisors the federal, state, provincial, local, and foreign tax consequences of this Agreement. Executive will rely solely on such advisors and not on any statements or representations of the Company, or any of its agents. Executive understands that Executive (and not the Company) will be responsible for Executive's own tax liability that may arise as a result of this Agreement, without regard to the amount withheld or reported by the Company to applicable tax authorities.

(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

**COMPANY**

**FORTINET, INC.**

By: /s/ John Whittle  
Name: John Whittle  
Title: Chief Operating Officer

**EXECUTIVE**

By: /s/ Ken Xie  
Name: Ken Xie

**FORTINET, INC.**

**AMENDED AND RESTATED**

**CHANGE OF CONTROL SEVERANCE AGREEMENT**

This Amended and Restated Change of Control Severance Agreement (this “**Agreement**”) is made and entered into by and between Michael Xie (“**Executive**”) and Fortinet, Inc. (the “**Company**”), effective as of August 7, 2024 (the “**Effective Date**”) and supersedes the Amended and Restated Change of Control Severance Agreement, between Executive and the Company (the “**Prior Agreement**”), dated as of August 7, 2019.

**RECITALS**

1. It is expected that the Company from time to time will consider the possibility of an acquisition by another company or other change of control. The Board of Directors of the Company (the “**Board**”) recognizes that such consideration can be a distraction to Executive and can cause Executive to consider alternative employment opportunities. The Board has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined herein) of the Company.

2. The Board believes that it is in the best interests of the Company and its stockholders to provide Executive with an incentive to continue his or her employment and to motivate Executive to maximize the value of the Company upon a Change of Control for the benefit of its stockholders.

3. The Board believes that it is imperative to provide Executive with certain benefits upon termination of employment prior to and following a Change of Control. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement will terminate upon the earliest to occur of: (a) the Agreement's termination date as provided in Section 8 below, (b) termination of Executive's employment *other than due to* (i) termination by the Company other than for Cause (as defined herein) or (ii) resignation by Executive for Good Reason (as defined herein); and (c) the date that all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law.

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3. Severance Benefits.

(a) Involuntary Termination Prior to, or Absent, a Change of Control or After 12 Months Following a Change of Control. If prior to, or absent, a Change of Control or after twelve (12) months following a Change of Control, (i) the Company (or any parent or subsidiary of the Company) terminates Executive's employment without Cause or (ii) Executive terminates Executive's employment with the Company (or any parent or subsidiary of the Company) for Good Reason, then, subject to Sections 3(c) and (d) below, Executive will receive the following severance from the Company:

(i) Severance Payment. Executive will receive continuing payments of severance pay for a period of twelve (12) months from the date of such termination equal to Executive's base salary rate as in effect immediately prior to Executive's termination.

(ii) Equity Awards. Each of Executive's then-outstanding Time-Vesting Awards (as defined below) shall accelerate and become vested and exercisable or settled with respect to the then-unvested shares subject thereto that would have otherwise vested over a twelve (12) month period following such termination pursuant to the vesting schedule set forth in the award agreement. The Awards will remain exercisable following the termination for the period prescribed in the respective stock plan and agreement for each award. Treatment of Performance-Based Awards (as defined below) shall be subject to the award agreement governing their grant.

**"Time-Vesting Awards"** means all awards for shares of the Company's common stock granted under a Company equity plan, including but not limited to options, restricted stock, restricted stock units, stock bonus awards or stock appreciation rights ("**Awards**"), that are subject solely to time based vesting as of Executive's termination. Time-Vesting Awards shall include Performance-Based Awards to the extent applicable performance metrics have been satisfied as of, or are satisfied upon, Executive's termination date.

**"Performance-Based Awards"** means all Awards that are subject to unsatisfied performance metrics as of Executive's termination.

(iii) COBRA Benefit. If Executive participates in the Company's group health insurance plans (i.e., major medical, dental and vision) on the date of Executive's termination and timely elects continued coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (together with any state law of similar effect, "**COBRA**"), the Company will pay the COBRA premiums to continue such coverage (including for Executive and Executive's eligible dependents who have elected and remain enrolled in such COBRA coverage) for a period (the "**COBRA Payment Period**") beginning on the first day following the day that Executive's active employee health coverage ends as the result of Executive's termination, and ending on the earliest to occur of (i) twelve (12) months, (ii) the expiration of Executive's eligibility for continuation coverage under COBRA and (iii) the first month for which Executive is eligible for health insurance coverage in connection with new employment or self-employment. Alternatively, the Company may elect to pay Executive a taxable cash payment in lieu of the continued coverage, equal to the amount that the Company would have



otherwise paid for the COBRA premiums (based on the premium for the first month of coverage), which payment will be made regardless of whether Executive or Executive's eligible dependents elect COBRA continuation coverage and will be paid in monthly installments for the COBRA Payment Period, except that payments shall commence (with any make-up payments) in the Company's first regular payroll following the Release Deadline. Continued health coverage or payment of a taxable cash amount pursuant to the foregoing is referred to as the "**COBRA Benefit**".

(b) Involuntary Termination within 12 Months Following a Change of Control. If within twelve (12) months following a Change of Control, (i) the Company (or any parent or subsidiary of the Company) terminates Executive's employment without Cause or (ii) Executive terminates Executive's employment with the Company (or any parent or subsidiary of the Company) for Good Reason, then, subject to Section 3(c) and Section 3(d) below, Executive will receive the following severance from the Company:

(i) Severance Payment. Executive will receive (i) continuing payments of severance pay for a period of twelve (12) months from the date of such termination equal to Executive's base salary rate as in effect immediately prior to (A) the Change of Control, or (B) Executive's termination, whichever is greater, and (ii) a payment equal to one hundred percent (100%) of the Executive's annual target bonus for the year in which the termination occurs, payable in a cash lump sum no later than 10 days after the Release (as defined below) becomes effective and irrevocable, and no later than March 15<sup>th</sup> of the year following such termination.

(ii) Equity Awards. Each of Executive's then-outstanding Time-Vesting Awards and Performance-Based Awards shall accelerate and become vested and exercisable or settled with respect to 100% of the then-unvested shares subject thereto. Unless otherwise set forth in the applicable award agreement, the number of shares subject to Performance-Based Awards eligible for the foregoing acceleration shall be determined based on deemed achievement of all performance goals or other vesting criteria at one hundred percent (100%) of target levels and satisfaction of all other terms and conditions. The Awards will remain exercisable, to the extent applicable, following the termination for the period prescribed in the respective stock plan and agreement for each Award.

(iii) COBRA Benefits. Executive will receive the COBRA Benefit.

(c) Release of Claims Agreement. The receipt of any severance pay or other benefits pursuant to Sections 3(a) and (b) above will be subject to Executive signing and not revoking the Company's form of general release of all claims (the "**Release**") and allowing such Release to become non-revocable prior to the 60<sup>th</sup> day following the earlier of the effective date of the Change of Control or Executive's termination of employment (the "**Release Deadline**").

(d) Restrictive Covenants. The receipt of any severance pay or other benefits pursuant to Sections 3(a) and (b) above will also be subject to Executive's continued compliance with any written agreements between the Company and Executive relating to confidentiality, non-competition, non-solicitation and non-interference, to the extent permitted by applicable law,

including but not limited to Executive's Fortinet Confidentiality Agreement (the **Confidentiality Agreement**”).

(e) Timing of Severance Payments. Subject to Section 3(c), the Company will commence payment of the salary-based severance payments to which Executive is entitled in the payroll period immediately following the Release Deadline, provided that the first such cash payment shall include all amounts that otherwise would have been due prior thereto under the terms of this Agreement had such payments commenced immediately upon the termination of Executive's employment with the Company, and any payments made after the first such payment shall continue with the same timing as in effect immediately prior to Executive's termination of employment. If Executive should die before all amounts have been paid, such unpaid amounts will be paid in a lump-sum payment (less any withholding taxes) to Executive's designated beneficiary, if living, or otherwise to the personal representative of Executive's estate.

(f) Voluntary Resignation; Termination For Cause. If Executive's employment with the Company terminates (i) voluntarily by Executive (except upon a termination for Good Reason) or (ii) for Cause by the Company (or any parent or subsidiary of the Company), then Executive will not be entitled to receive severance or other benefits except for those benefits (if any) which do not concern acceleration of Award vesting or severance pay based on termination of employment as may then be established under other Company policies or programs, if any.

(g) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability (as defined herein), or Executive's employment terminates due to his or her death, then Executive will not be entitled to receive severance or other benefits except for those benefits (if any) which do not concern acceleration of Award vesting or severance pay based on termination of employment as may then be established under other Company policies or programs, if any.

(h) Section 409A. Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement, will be payable until Executive has a “separation from service” within the meaning of Section 409A, and the regulations promulgated thereunder (“**Section 409A**”) of the Internal Revenue Code of 1986, as amended (the “**Code**”). To the extent (i) any payments to which Executive becomes entitled under this Agreement, or any agreement or plan referenced herein, in connection with the termination of Executive's employment with and/or services to the Company constitute deferred compensation subject to Section 409A and (ii) Executive is deemed at the time of such termination of employment to be a “specified” employee under Section 409A, then such payment or payments shall not be made or commence until the earlier of (A) the expiration of the six (6)-month period measured from Executive's termination or (B) the date of Executive's death following such termination; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Executive, including (without limitation) the additional twenty percent (20%) tax for which Executive would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been

made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to Executive or Executive's beneficiary in one lump sum (without interest). Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. To the extent necessary to comply with Section 409A of the Code, if the designated payment period for any payment under this Agreement begins in one taxable year and ends in the next taxable year, the payment will be made in the later taxable year. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Executive and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

4. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 4, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's severance benefits under Section 4(a)(i) will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction shall occur in the following order: reduction of cash payments; cancellation of awards granted "contingent on a change in ownership or control" (within the meaning of Section 280G of the Code); cancellation of accelerated vesting of equity awards; reduction of employee benefits. Within any such category of "parachute payment", a reduction shall occur first with respect to amounts that are not "deferred compensation" within the meaning of Section 409A and then with respect to amounts that are, and to the extent any such payment is to be made over time (e.g., in installments, etc.), then the payments shall be waived in reverse chronological order. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity awards. Unless the Company and Executive otherwise agree in writing, any determination required under this

Section 4 will be made in writing by an independent firm immediately prior to Change of Control (the **Firm**"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 4, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 4.

5. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. "**Cause**" is defined as: (i) an act of dishonesty made by Executive in connection with Executive's responsibilities as an employee that materially adversely affects the Company; (ii) Executive's conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude; (iii) Executive's gross misconduct that materially and adversely affects the Company's reputation or business; (iv) Executive's continued intentional refusal to perform his employment duties in a material fashion that materially and adversely affects the Company's reputation or business, after Executive has received a written demand of performance from the Company which specifically sets forth the factual basis for the Company's belief that Executive has not substantially performed his duties and Executive continues to refuse to cure such non-performance within thirty (30) days after receiving such notice; (iv) Executive has breached any material term or condition of the Executive's Confidentiality Agreement with the Company or has otherwise improperly disclosure of the Company's confidential or proprietary information that materially adversely affects the Company; (v) Executive has breached any material term or condition of the Executive's any written Company policy or the Company's written code of conduct that has been made available to Executive prior to such breach or any other material agreement with the Company or (vi) Executive has obstructed or impeded, or failed to materially cooperate with, any investigation authorized by the Board or any governmental or self-regulatory entity; provided, however that failure to waive attorney-client privilege relating to communications with Executive's own attorney in connection with such investigation will not constitute "Cause" *provided, however*, that the action or conduct described in clauses (iv), (v) and (vi) above will constitute "Cause" only if such action or conduct continues after the Company has provided you with written notice thereof and thirty (30) days to cure the same if such action or conduct is curable.

(b) Change of Control. "**Change of Control**" of the Company is defined as:

(i) the acquisition by any one person, or more than one person acting as a group (for these purposes, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company) ("**Person**"), that is or becomes the owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of

the total voting power represented by the Company's then outstanding securities; provided, however, that for purposes of this subsection (i), the acquisition of additional securities by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the securities of the Company shall not be considered a Change of Control;

(ii) a change in the composition of the Board occurring within a twelve (12)-month period, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" will mean directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company);

(iii) the date of the consummation of a merger or consolidation of the Company with any other corporation that has been approved by the stockholders of the Company, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) fifty percent (50%) or more of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company; or

(iv) a change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this Section 5(c)(iv), the following shall not constitute a change in the ownership of a substantial portion of the Company's assets: (1) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer; or (2) a transfer of assets by the Company to: (A) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's securities; (B) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company; (C) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company; or (D) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in subclause (C). For purposes of clause (2) above, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

Notwithstanding the foregoing, a Company transaction that does not constitute a change in control event under Treasury Regulation 1.409A-3(i)(5)(v) or (vii) shall be not be considered a Change of Control.

(c) Disability. “**Disability**” will mean that Executive has been unable to perform his Company duties as the result of his incapacity due to physical or mental illness, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to Executive or Executive’s legal representative (such Agreement as to acceptability not to be unreasonably withheld). Termination resulting from Disability may only be effected after at least thirty (30) days’ written notice by the Company of its intention to terminate Executive’s employment. In the event that Executive resumes the performance of substantially all of his duties hereunder before the termination of his employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) Good Reason. “**Good Reason**” means the occurrence of one or more of the following events without Executive’s express written consent: (i) the assignment to Executive of any duties or the reduction of Executive’s duties, either of which results in a material diminution in Executive’s position or responsibilities with the Company in effect immediately prior to such assignment, or the removal of Executive from such position and responsibilities, unless Executive is provided with comparable duties, position and responsibilities; provided, however, it being understood that a new position with a larger combined company does not alone constitute “Good Reason” if it is in the same area of operations and involves substantially the same duties and scope of responsibilities and management responsibility notwithstanding that Executive may not retain as senior of a title within the larger combined company as Executive’s prior title; (ii) a material reduction by the Company in the base salary of Executive; provided that, it being understood that a reduction by the Company by five percent (5%) or more in the base salary or bonus opportunity of Executive as in effect immediately prior to such reduction shall be deemed Good Reason within the meaning of this clause (ii); (iii) a material change in the geographic location at which Executive must perform services (for purposes of this Agreement, the relocation of Executive to a facility or a location less than twenty-five (25) miles from Executive’s then-present location shall not be considered a material change in geographic location); (iv) any material breach by the Company of any material provision of this Agreement, or (v) the failure of the Company to obtain the assumption of this Agreement by any successor. Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for “Good Reason” within ninety (90) days of the initial existence of the grounds for “Good Reason” and a reasonable cure period of not less than thirty (30) days following the date of such notice, and Executive’s resignation of employment must occur no later than thirty (30) days following the end of such thirty (30) day cure period.

6. Successors.

(a) The Company’s Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term “Company” will

include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 6(a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

7. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of Executive, mailed notices will be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its President.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason or as a result of a voluntary resignation by Executive will be communicated by a notice of termination to the other party hereto given in accordance with Section 7(a) of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than thirty (30) days after the giving of such notice). The failure by Executive to include in the notice any fact or circumstance which contributes to a showing of Good Reason will not waive any right of Executive hereunder or preclude Executive from asserting such fact or circumstance in enforcing his or her rights hereunder.

8. Term of Agreement. This Agreement will have a term of five (5) years commencing on the Effective Date, which shall not be subject to renewal, unless a Change of Control occurs during such five (5)-year period, in which case this Agreement will continue until all payments and benefits, if any, have been made to Executive.

9. Arbitration. In the event of any dispute or claim relating to or arising out of Executive's employment relationship with the Company or this Agreement, Executive and the Company agree that any and all disputes between Executive and the Company will be fully and finally resolved by binding arbitration in accordance with the arbitration clause set forth in the Confidentiality Agreement, pursuant to which Executive is waiving any and all rights to a jury trial.

10. Miscellaneous Provisions.

(a) Unfunded. Benefits provided under this Agreement are paid from the general assets of the Company, and are not funded.

(b) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(c) Amendment; Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(d) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter described herein, and supersedes the Prior Agreement in its entirety. Executive acknowledges and agrees that this Agreement encompasses all the rights of Executive to any acceleration of Award vesting or severance pay based on termination of employment, and Executive hereby agrees that he or she has no such rights except as stated herein, and Executive agrees that any such rights, whether in an employment agreement, offer letter, stock option agreement, stock option plan, equity award agreement or other agreement, are hereby waived. By executing this Agreement, Executive acknowledges and agrees that Executive has had the opportunity to consult with Executive's own counsel and has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company or any other person other than those contained in writing herein.

(f) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

(g) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(h) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes. By entering into this Agreement, Executive agrees to review with Executive's own tax advisors the federal, state, provincial, local, and foreign tax consequences of this Agreement. Executive will rely solely on such advisors and not on any statements or representations of the Company, or any of its agents. Executive understands that Executive (and not the Company) will be responsible for Executive's own tax liability that may arise as a result of this Agreement, without regard to the amount withheld or reported by the Company to applicable tax authorities.



(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

**COMPANY**

**FORTINET, INC.**

By: /s/ Ken Xie  
Name: Ken Xie  
Title: Chief Executive Officer

**EXECUTIVE**

By: /s/ Michael Xie  
Name: Michael Xie

FORTINET, INC.

AMENDED AND RESTATED

CHANGE OF CONTROL SEVERANCE AGREEMENT

This Amended and Restated Change of Control Severance Agreement (this “**Agreement**”) is made and entered into by and between John Whittle (“**Executive**”) and Fortinet, Inc. (the “**Company**”), effective as of August 7, 2024 (the “**Effective Date**”) and supersedes the Amended and Restated Change of Control Severance Agreement, between Executive and the Company (the “**Prior Agreement**”), dated as of August 7, 2019.

**RECITALS**

1. It is expected that the Company from time to time will consider the possibility of an acquisition by another company or other change of control. The Board of Directors of the Company (the “**Board**”) recognizes that such consideration can be a distraction to Executive and can cause Executive to consider alternative employment opportunities. The Board has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined herein) of the Company.

2. The Board believes that it is in the best interests of the Company and its stockholders to provide Executive with an incentive to continue his or her employment and to motivate Executive to maximize the value of the Company upon a Change of Control for the benefit of its stockholders.

3. The Board believes that it is imperative to provide Executive with certain benefits upon termination of employment prior to and following a Change of Control. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Term of Agreement.** This Agreement will terminate upon the earliest to occur of: (a) the Agreement's termination date as provided in Section 8 below, (b) termination of Executive's employment *other than due to* (i) termination by the Company other than for Cause (as defined herein) or (ii) resignation by Executive for Good Reason (as defined herein); and (c) the date that all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. **At-Will Employment.** The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law.

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3. Severance Benefits.

(a) Involuntary Termination Prior to, or Absent, a Change of Control or After 12 Months Following a Change of Control. If prior to, or absent, a Change of Control or after twelve (12) months following a Change of Control, (i) the Company (or any parent or subsidiary of the Company) terminates Executive's employment without Cause or (ii) Executive terminates Executive's employment with the Company (or any parent or subsidiary of the Company) for Good Reason, then, subject to Sections 3(c) and (d) below, Executive will receive the following severance from the Company:

(i) Severance Payment. Executive will receive continuing payments of severance pay for a period of twelve (12) months from the date of such termination equal to Executive's base salary rate as in effect immediately prior to Executive's termination.

(ii) Equity Awards. Each of Executive's then-outstanding Time-Vesting Awards (as defined below) shall accelerate and become vested and exercisable or settled with respect to the then-unvested shares subject thereto that would have otherwise vested over a twelve (12) month period following such termination pursuant to the vesting schedule set forth in the award agreement. The Awards will remain exercisable following the termination for the period prescribed in the respective stock plan and agreement for each award. Treatment of Performance-Based Awards (as defined below) shall be subject to the award agreement governing their grant.

**"Time-Vesting Awards"** means all awards for shares of the Company's common stock granted under a Company equity plan, including but not limited to options, restricted stock, restricted stock units, stock bonus awards or stock appreciation rights ("**Awards**"), that are subject solely to time based vesting as of Executive's termination. Time-Vesting Awards shall include Performance-Based Awards to the extent applicable performance metrics have been satisfied as of, or are satisfied upon, Executive's termination date.

**"Performance-Based Awards"** means all Awards that are subject to unsatisfied performance metrics as of Executive's termination.

(iii) COBRA Benefit. If Executive participates in the Company's group health insurance plans (i.e., major medical, dental and vision) on the date of Executive's termination and timely elects continued coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (together with any state law of similar effect, "**COBRA**"), the Company will pay the COBRA premiums to continue such coverage (including for Executive and Executive's eligible dependents who have elected and remain enrolled in such COBRA coverage) for a period (the "**COBRA Payment Period**") beginning on the first day following the day that Executive's active employee health coverage ends as the result of Executive's termination, and ending on the earliest to occur of (i) twelve (12) months, (ii) the expiration of Executive's eligibility for continuation coverage under COBRA and (iii) the first month for which Executive is eligible for health insurance coverage in connection with new employment or self-employment. Alternatively, the Company may elect to pay Executive a taxable cash payment in lieu of the continued coverage, equal to the amount that the Company would have

otherwise paid for the COBRA premiums (based on the premium for the first month of coverage), which payment will be made regardless of whether Executive or Executive's eligible dependents elect COBRA continuation coverage and will be paid in monthly installments for the COBRA Payment Period, except that payments shall commence (with any make-up payments) in the Company's first regular payroll following the Release Deadline. Continued health coverage or payment of a taxable cash amount pursuant to the foregoing is referred to as the "**COBRA Benefit**".

(b) Involuntary Termination within 12 Months Following a Change of Control. If within twelve (12) months following a Change of Control, (i) the Company (or any parent or subsidiary of the Company) terminates Executive's employment without Cause or (ii) Executive terminates Executive's employment with the Company (or any parent or subsidiary of the Company) for Good Reason, then, subject to Section 3(c) and Section 3(d) below, Executive will receive the following severance from the Company:

(i) Severance Payment. Executive will receive (i) continuing payments of severance pay for a period of twelve (12) months from the date of such termination equal to Executive's base salary rate as in effect immediately prior to (A) the Change of Control, or (B) Executive's termination, whichever is greater, and (ii) a payment equal to one hundred percent (100%) of the Executive's annual target bonus for the year in which the termination occurs, payable in a cash lump sum no later than 10 days after the Release (as defined below) becomes effective and irrevocable, and no later than March 15<sup>th</sup> of the year following such termination.

(ii) Equity Awards. Each of Executive's then-outstanding Time-Vesting Awards and Performance-Based Awards shall accelerate and become vested and exercisable or settled with respect to 100% of the then-unvested shares subject thereto. Unless otherwise set forth in the applicable award agreement, the number of shares subject to Performance-Based Awards eligible for the foregoing acceleration shall be determined based on deemed achievement of all performance goals or other vesting criteria at one hundred percent (100%) of target levels and satisfaction of all other terms and conditions. The Awards will remain exercisable, to the extent applicable, following the termination for the period prescribed in the respective stock plan and agreement for each Award.

(iii) COBRA Benefits. Executive will receive the COBRA Benefit.

(c) Release of Claims Agreement. The receipt of any severance pay or other benefits pursuant to Sections 3(a) and (b) above will be subject to Executive signing and not revoking the Company's form of general release of all claims (the "**Release**") and allowing such Release to become non-revocable prior to the 60<sup>th</sup> day following the earlier of the effective date of the Change of Control or Executive's termination of employment (the "**Release Deadline**").

(d) Restrictive Covenants. The receipt of any severance pay or other benefits pursuant to Sections 3(a) and (b) above will also be subject to Executive's continued compliance with any written agreements between the Company and Executive relating to confidentiality, non-competition, non-solicitation and non-interference, to the extent permitted by applicable law,

including but not limited to Executive's Fortinet Confidentiality Agreement (the **Confidentiality Agreement**”).

(e) Timing of Severance Payments. Subject to Section 3(c), the Company will commence payment of the salary-based severance payments to which Executive is entitled in the payroll period immediately following the Release Deadline, provided that the first such cash payment shall include all amounts that otherwise would have been due prior thereto under the terms of this Agreement had such payments commenced immediately upon the termination of Executive's employment with the Company, and any payments made after the first such payment shall continue with the same timing as in effect immediately prior to Executive's termination of employment. If Executive should die before all amounts have been paid, such unpaid amounts will be paid in a lump-sum payment (less any withholding taxes) to Executive's designated beneficiary, if living, or otherwise to the personal representative of Executive's estate.

(f) Voluntary Resignation; Termination For Cause. If Executive's employment with the Company terminates (i) voluntarily by Executive (except upon a termination for Good Reason) or (ii) for Cause by the Company (or any parent or subsidiary of the Company), then Executive will not be entitled to receive severance or other benefits except for those benefits (if any) which do not concern acceleration of Award vesting or severance pay based on termination of employment as may then be established under other Company policies or programs, if any.

(g) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability (as defined herein), or Executive's employment terminates due to his or her death, then Executive will not be entitled to receive severance or other benefits except for those benefits (if any) which do not concern acceleration of Award vesting or severance pay based on termination of employment as may then be established under other Company policies or programs, if any.

(h) Section 409A. Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement, will be payable until Executive has a “separation from service” within the meaning of Section 409A, and the regulations promulgated thereunder (“**Section 409A**”) of the Internal Revenue Code of 1986, as amended (the “**Code**”). To the extent (i) any payments to which Executive becomes entitled under this Agreement, or any agreement or plan referenced herein, in connection with the termination of Executive's employment with and/or services to the Company constitute deferred compensation subject to Section 409A and (ii) Executive is deemed at the time of such termination of employment to be a “specified” employee under Section 409A, then such payment or payments shall not be made or commence until the earlier of (A) the expiration of the six (6)-month period measured from Executive's termination or (B) the date of Executive's death following such termination; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Executive, including (without limitation) the additional twenty percent (20%) tax for which Executive would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been

made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to Executive or Executive's beneficiary in one lump sum (without interest). Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. To the extent necessary to comply with Section 409A of the Code, if the designated payment period for any payment under this Agreement begins in one taxable year and ends in the next taxable year, the payment will be made in the later taxable year. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Executive and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

4. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 4, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's severance benefits under Section 4(a)(i) will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction shall occur in the following order: reduction of cash payments; cancellation of awards granted "contingent on a change in ownership or control" (within the meaning of Section 280G of the Code); cancellation of accelerated vesting of equity awards; reduction of employee benefits. Within any such category of "parachute payment", a reduction shall occur first with respect to amounts that are not "deferred compensation" within the meaning of Section 409A and then with respect to amounts that are, and to the extent any such payment is to be made over time (e.g., in installments, etc.), then the payments shall be waived in reverse chronological order. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity awards. Unless the Company and Executive otherwise agree in writing, any determination required under this

Section 4 will be made in writing by an independent firm immediately prior to Change of Control (the **Firm**"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 4, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 4.

5. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. "**Cause**" is defined as: (i) an act of dishonesty made by Executive in connection with Executive's responsibilities as an employee that materially adversely affects the Company; (ii) Executive's conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude; (iii) Executive's gross misconduct that materially and adversely affects the Company's reputation or business; (iv) Executive's continued intentional refusal to perform his employment duties in a material fashion that materially and adversely affects the Company's reputation or business, after Executive has received a written demand of performance from the Company which specifically sets forth the factual basis for the Company's belief that Executive has not substantially performed his duties and Executive continues to refuse to cure such non-performance within thirty (30) days after receiving such notice; (iv) Executive has breached any material term or condition of the Executive's Confidentiality Agreement with the Company or has otherwise improperly disclosure of the Company's confidential or proprietary information that materially adversely affects the Company; (v) Executive has breached any material term or condition of the Executive's any written Company policy or the Company's written code of conduct that has been made available to Executive prior to such breach or any other material agreement with the Company or (vi) Executive has obstructed or impeded, or failed to materially cooperate with, any investigation authorized by the Board or any governmental or self-regulatory entity; provided, however that failure to waive attorney-client privilege relating to communications with Executive's own attorney in connection with such investigation will not constitute "Cause" *provided, however*, that the action or conduct described in clauses (iv), (v) and (vi) above will constitute "Cause" only if such action or conduct continues after the Company has provided you with written notice thereof and thirty (30) days to cure the same if such action or conduct is curable.

(b) Change of Control. "**Change of Control**" of the Company is defined as:

(i) the acquisition by any one person, or more than one person acting as a group (for these purposes, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company) ("**Person**"), that is or becomes the owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of



the total voting power represented by the Company's then outstanding securities; provided, however, that for purposes of this subsection (i), the acquisition of additional securities by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the securities of the Company shall not be considered a Change of Control;

(ii) a change in the composition of the Board occurring within a twelve (12)-month period, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" will mean directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company);

(iii) the date of the consummation of a merger or consolidation of the Company with any other corporation that has been approved by the stockholders of the Company, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) fifty percent (50%) or more of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company; or

(iv) a change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this Section 5(c)(iv), the following shall not constitute a change in the ownership of a substantial portion of the Company's assets: (1) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer; or (2) a transfer of assets by the Company to: (A) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's securities; (B) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company; (C) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company; or (D) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in subclause (C). For purposes of clause (2) above, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

Notwithstanding the foregoing, a Company transaction that does not constitute a change in control event under Treasury Regulation 1.409A-3(i)(5)(v) or (vii) shall be not be considered a Change of Control.

(c) Disability. "**Disability**" will mean that Executive has been unable to perform his Company duties as the result of his incapacity due to physical or mental illness, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to Executive or Executive's legal representative (such Agreement as to acceptability not to be unreasonably withheld). Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of his duties hereunder before the termination of his employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) Good Reason. "**Good Reason**" means the occurrence of one or more of the following events without Executive's express written consent: (i) the assignment to Executive of any duties or the reduction of Executive's duties, either of which results in a material diminution in Executive's position or responsibilities with the Company in effect immediately prior to such assignment, or the removal of Executive from such position and responsibilities, unless Executive is provided with comparable duties, position and responsibilities; provided, however, it being understood that a new position with a larger combined company does not alone constitute "Good Reason" if it is in the same area of operations and involves substantially the same duties and scope of responsibilities and management responsibility notwithstanding that Executive may not retain as senior of a title within the larger combined company as Executive's prior title; (ii) a material reduction by the Company in the base salary of Executive; provided that, it being understood that a reduction by the Company by five percent (5%) or more in the base salary or bonus opportunity of Executive as in effect immediately prior to such reduction shall be deemed Good Reason within the meaning of this clause (ii); (iii) a material change in the geographic location at which Executive must perform services (for purposes of this Agreement, the relocation of Executive to a facility or a location less than twenty-five (25) miles from Executive's then-present location shall not be considered a material change in geographic location); (iv) any material breach by the Company of any material provision of this Agreement, or (v) the failure of the Company to obtain the assumption of this Agreement by any successor. Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within ninety (90) days of the initial existence of the grounds for "Good Reason" and a reasonable cure period of not less than thirty (30) days following the date of such notice, and Executive's resignation of employment must occur no later than thirty (30) days following the end of such thirty (30) day cure period.

6. Successors.

(a) The Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" will

include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 6(a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

7. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of Executive, mailed notices will be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its President.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason or as a result of a voluntary resignation by Executive will be communicated by a notice of termination to the other party hereto given in accordance with Section 7(a) of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than thirty (30) days after the giving of such notice). The failure by Executive to include in the notice any fact or circumstance which contributes to a showing of Good Reason will not waive any right of Executive hereunder or preclude Executive from asserting such fact or circumstance in enforcing his or her rights hereunder.

8. Term of Agreement. This Agreement will have a term of five (5) years commencing on the Effective Date, which shall not be subject to renewal, unless a Change of Control occurs during such five (5)-year period, in which case this Agreement will continue until all payments and benefits, if any, have been made to Executive.

9. Arbitration. In the event of any dispute or claim relating to or arising out of Executive's employment relationship with the Company or this Agreement, Executive and the Company agree that any and all disputes between Executive and the Company will be fully and finally resolved by binding arbitration in accordance with the arbitration clause set forth in the Confidentiality Agreement, pursuant to which Executive is waiving any and all rights to a jury trial.

10. Miscellaneous Provisions.

(a) Unfunded. Benefits provided under this Agreement are paid from the general assets of the Company, and are not funded.

(b) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(c) Amendment; Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(d) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter described herein, and supersedes the Prior Agreement in its entirety. Executive acknowledges and agrees that this Agreement encompasses all the rights of Executive to any acceleration of Award vesting or severance pay based on termination of employment, and Executive hereby agrees that he or she has no such rights except as stated herein, and Executive agrees that any such rights, whether in an employment agreement, offer letter, stock option agreement, stock option plan, equity award agreement or other agreement, are hereby waived. By executing this Agreement, Executive acknowledges and agrees that Executive has had the opportunity to consult with Executive's own counsel and has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company or any other person other than those contained in writing herein.

(f) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

(g) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(h) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes. By entering into this Agreement, Executive agrees to review with Executive's own tax advisors the federal, state, provincial, local, and foreign tax consequences of this Agreement. Executive will rely solely on such advisors and not on any statements or representations of the Company, or any of its agents. Executive understands that Executive (and not the Company) will be responsible for Executive's own tax liability that may arise as a result of this Agreement, without regard to the amount withheld or reported by the Company to applicable tax authorities.

(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

**COMPANY**

**FORTINET, INC.**

By: /s/ Ken Xie  
Name: Ken Xie  
Title: Chief Executive Officer

**EXECUTIVE**

By: /s/ John Whittle  
Name: John Whittle

FORTINET, INC.

AMENDED AND RESTATED

CHANGE OF CONTROL SEVERANCE AGREEMENT

This Amended and Restated Change of Control Severance Agreement (this “**Agreement**”) is made and entered into by and between Keith Jensen (“**Executive**”) and Fortinet, Inc. (the “**Company**”), effective as of August 7, 2024 (the “**Effective Date**”) and supersedes the Amended and Restated Change of Control Severance Agreement, between Executive and the Company (the “**Prior Agreement**”), dated as of August 7, 2019.

**RECITALS**

1. It is expected that the Company from time to time will consider the possibility of an acquisition by another company or other change of control. The Board of Directors of the Company (the “**Board**”) recognizes that such consideration can be a distraction to Executive and can cause Executive to consider alternative employment opportunities. The Board has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined herein) of the Company.

2. The Board believes that it is in the best interests of the Company and its stockholders to provide Executive with an incentive to continue his or her employment and to motivate Executive to maximize the value of the Company upon a Change of Control for the benefit of its stockholders.

3. The Board believes that it is imperative to provide Executive with certain benefits upon termination of employment prior to and following a Change of Control. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Term of Agreement.** This Agreement will terminate upon the earliest to occur of: (a) the Agreement's termination date as provided in Section 8 below, (b) termination of Executive's employment *other than due to* (i) termination by the Company other than for Cause (as defined herein) or (ii) resignation by Executive for Good Reason (as defined herein); and (c) the date that all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. **At-Will Employment.** The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law.

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3. Severance Benefits.

(a) Involuntary Termination Prior to, or Absent, a Change of Control or After 12 Months Following a Change of Control. If prior to, or absent, a Change of Control or after twelve (12) months following a Change of Control, (i) the Company (or any parent or subsidiary of the Company) terminates Executive's employment without Cause or (ii) Executive terminates Executive's employment with the Company (or any parent or subsidiary of the Company) for Good Reason, then, subject to Sections 3(c) and (d) below, Executive will receive the following severance from the Company:

(i) Severance Payment. Executive will receive continuing payments of severance pay for a period of twelve (12) months from the date of such termination equal to Executive's base salary rate as in effect immediately prior to Executive's termination.

(ii) Equity Awards. Each of Executive's then-outstanding Time-Vesting Awards (as defined below) shall accelerate and become vested and exercisable or settled with respect to the then-unvested shares subject thereto that would have otherwise vested over a twelve (12) month period following such termination pursuant to the vesting schedule set forth in the award agreement. The Awards will remain exercisable following the termination for the period prescribed in the respective stock plan and agreement for each award. Treatment of Performance-Based Awards (as defined below) shall be subject to the award agreement governing their grant.

**"Time-Vesting Awards"** means all awards for shares of the Company's common stock granted under a Company equity plan, including but not limited to options, restricted stock, restricted stock units, stock bonus awards or stock appreciation rights ("**Awards**"), that are subject solely to time based vesting as of Executive's termination. Time-Vesting Awards shall include Performance-Based Awards to the extent applicable performance metrics have been satisfied as of, or are satisfied upon, Executive's termination date.

**"Performance-Based Awards"** means all Awards that are subject to unsatisfied performance metrics as of Executive's termination.

(iii) COBRA Benefit. If Executive participates in the Company's group health insurance plans (i.e., major medical, dental and vision) on the date of Executive's termination and timely elects continued coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (together with any state law of similar effect, "**COBRA**"), the Company will pay the COBRA premiums to continue such coverage (including for Executive and Executive's eligible dependents who have elected and remain enrolled in such COBRA coverage) for a period (the "**COBRA Payment Period**") beginning on the first day following the day that Executive's active employee health coverage ends as the result of Executive's termination, and ending on the earliest to occur of (i) twelve (12) months, (ii) the expiration of Executive's eligibility for continuation coverage under COBRA and (iii) the first month for which Executive is eligible for health insurance coverage in connection with new employment or self-employment. Alternatively, the Company may elect to pay Executive a taxable cash payment in lieu of the continued coverage, equal to the amount that the Company would have



otherwise paid for the COBRA premiums (based on the premium for the first month of coverage), which payment will be made regardless of whether Executive or Executive's eligible dependents elect COBRA continuation coverage and will be paid in monthly installments for the COBRA Payment Period, except that payments shall commence (with any make-up payments) in the Company's first regular payroll following the Release Deadline. Continued health coverage or payment of a taxable cash amount pursuant to the foregoing is referred to as the "**COBRA Benefit**".

(b) Involuntary Termination within 12 Months Following a Change of Control. If within twelve (12) months following a Change of Control, If within the period commencing three (3) months prior to a Change of Control and ending twelve (12) months following a Change of Control, (i) the Company (or any parent or subsidiary of the Company) terminates Executive's employment without Cause or (ii) Executive terminates Executive's employment with the Company (or any parent or subsidiary of the Company) for Good Reason, then, subject to Section 3(c) and Section 3(d) below, Executive will receive the following severance from the Company:

(i) Severance Payment. Executive will receive (i) continuing payments of severance pay for a period of twelve (12) months from the date of such termination equal to Executive's base salary rate as in effect immediately prior to (A) the Change of Control, or (B) Executive's termination, whichever is greater, and (ii) a payment equal to one hundred percent (100%) of the Executive's annual target bonus for the year in which the termination occurs, payable in a cash lump sum no later than 10 days after the Release (as defined below) becomes effective and irrevocable, and no later than March 15<sup>th</sup> of the year following such termination.

(ii) Equity Awards. Each of Executive's then-outstanding Time-Vesting Awards and Performance-Based Awards shall accelerate and become vested and exercisable or settled with respect to 100% of the then-unvested shares subject thereto. Unless otherwise set forth in the applicable award agreement, the number of shares subject to Performance-Based Awards eligible for the foregoing acceleration shall be determined based on deemed achievement of all performance goals or other vesting criteria at one hundred percent (100%) of target levels and satisfaction of all other terms and conditions. The Awards will remain exercisable, to the extent applicable, following the termination for the period prescribed in the respective stock plan and agreement for each Award.

(iii) COBRA Benefits. Executive will receive the COBRA Benefit.

(c) Release of Claims Agreement. The receipt of any severance pay or other benefits pursuant to Sections 3(a) and (b) above will be subject to Executive signing and not revoking the Company's form of general release of all claims (the "**Release**") and allowing such Release to become non-revocable prior to the 60<sup>th</sup> day following the earlier of the effective date of the Change of Control or Executive's termination of employment (the "**Release Deadline**").

(d) Restrictive Covenants. The receipt of any severance pay or other benefits pursuant to Sections 3(a) and (b) above will also be subject to Executive's continued compliance with any written agreements between the Company and Executive relating to confidentiality,

non-competition, non-solicitation and non-interference, to the extent permitted by applicable law, including but not limited to Executive's Fortinet Confidentiality Agreement (the "**Confidentiality Agreement**").

(e) Timing of Severance Payments. Subject to Section 3(c), the Company will commence payment of the salary-based severance payments to which Executive is entitled in the payroll period immediately following the Release Deadline, provided that the first such cash payment shall include all amounts that otherwise would have been due prior thereto under the terms of this Agreement had such payments commenced immediately upon the termination of Executive's employment with the Company, and any payments made after the first such payment shall continue with the same timing as in effect immediately prior to Executive's termination of employment. If Executive should die before all amounts have been paid, such unpaid amounts will be paid in a lump-sum payment (less any withholding taxes) to Executive's designated beneficiary, if living, or otherwise to the personal representative of Executive's estate.

(f) Voluntary Resignation; Termination For Cause. If Executive's employment with the Company terminates (i) voluntarily by Executive (except upon a termination for Good Reason) or (ii) for Cause by the Company (or any parent or subsidiary of the Company), then Executive will not be entitled to receive severance or other benefits except for those benefits (if any) which do not concern acceleration of Award vesting or severance pay based on termination of employment as may then be established under other Company policies or programs, if any.

(g) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability (as defined herein), or Executive's employment terminates due to his or her death, then Executive will not be entitled to receive severance or other benefits except for those benefits (if any) which do not concern acceleration of Award vesting or severance pay based on termination of employment as may then be established under other Company policies or programs, if any.

(h) Section 409A. Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement, will be payable until Executive has a "separation from service" within the meaning of Section 409A, and the regulations promulgated thereunder ("**Section 409A**") of the Internal Revenue Code of 1986, as amended (the "**Code**"). To the extent (i) any payments to which Executive becomes entitled under this Agreement, or any agreement or plan referenced herein, in connection with the termination of Executive's employment with and/or services to the Company constitute deferred compensation subject to Section 409A and (ii) Executive is deemed at the time of such termination of employment to be a "specified" employee under Section 409A, then such payment or payments shall not be made or commence until the earlier of (A) the expiration of the six (6)-month period measured from Executive's termination or (B) the date of Executive's death following such termination; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Executive, including (without limitation) the additional twenty percent (20%) tax for which Executive would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the

expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to Executive or Executive's beneficiary in one lump sum (without interest). Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. To the extent necessary to comply with Section 409A of the Code, if the designated payment period for any payment under this Agreement begins in one taxable year and ends in the next taxable year, the payment will be made in the later taxable year. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Executive and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

4. **Limitation on Payments.** In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 4, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's severance benefits under Section 4(a)(i) will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction shall occur in the following order: reduction of cash payments; cancellation of awards granted "contingent on a change in ownership or control" (within the meaning of Section 280G of the Code); cancellation of accelerated vesting of equity awards; reduction of employee benefits. Within any such category of "parachute payment", a reduction shall occur first with respect to amounts that are not "deferred compensation" within the meaning of Section 409A and then with respect to amounts that are, and to the extent any such payment is to be made over time (e.g., in installments, etc.), then the payments shall be waived in reverse chronological order. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity awards. Unless the

Company and Executive otherwise agree in writing, any determination required under this Section 4 will be made in writing by an independent firm immediately prior to Change of Control (the "**Firm**"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 4, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 4.

5. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. "**Cause**" is defined as: (i) an act of dishonesty made by Executive in connection with Executive's responsibilities as an employee that materially adversely affects the Company; (ii) Executive's conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude; (iii) Executive's gross misconduct that materially and adversely affects the Company's reputation or business; (iv) Executive's continued intentional refusal to perform his employment duties in a material fashion that materially and adversely affects the Company's reputation or business, after Executive has received a written demand of performance from the Company which specifically sets forth the factual basis for the Company's belief that Executive has not substantially performed his duties and Executive continues to refuse to cure such non-performance within thirty (30) days after receiving such notice; (iv) Executive has breached any material term or condition of the Executive's Confidentiality Agreement with the Company or has otherwise improperly disclosure of the Company's confidential or proprietary information that materially adversely affects the Company; (v) Executive has breached any material term or condition of the Executive's any written Company policy or the Company's written code of conduct that has been made available to Executive prior to such breach or any other material agreement with the Company or (vi) Executive has obstructed or impeded, or failed to materially cooperate with, any investigation authorized by the Board or any governmental or self-regulatory entity; provided, however that failure to waive attorney-client privilege relating to communications with Executive's own attorney in connection with such investigation will not constitute "Cause" *provided, however*, that the action or conduct described in clauses (iv), (v) and (vi) above will constitute "Cause" only if such action or conduct continues after the Company has provided you with written notice thereof and thirty (30) days to cure the same if such action or conduct is curable.

(b) Change of Control. "**Change of Control**" of the Company is defined as:

(i) the acquisition by any one person, or more than one person acting as a group (for these purposes, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company) ("**Person**"), that or is or becomes the owner,

directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then outstanding securities; provided, however, that for purposes of this subsection (i), the acquisition of additional securities by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the securities of the Company shall not be considered a Change of Control;

(ii) a change in the composition of the Board occurring within a twelve (12)-month period, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" will mean directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company);

(iii) the date of the consummation of a merger or consolidation of the Company with any other corporation that has been approved by the stockholders of the Company, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) fifty percent (50%) or more of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company; or

(iv) a change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this Section 5(c)(iv), the following shall not constitute a change in the ownership of a substantial portion of the Company's assets: (1) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer; or (2) a transfer of assets by the Company to: (A) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's securities; (B) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company; (C) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company; or (D) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in subclause (C). For purposes of clause (2) above, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

Notwithstanding the foregoing, a Company transaction that does not constitute a change in control event under Treasury Regulation 1.409A-3(i)(5)(v) or (vii) shall be not be considered a Change of Control.

(c) Disability. “**Disability**” will mean that Executive has been unable to perform his Company duties as the result of his incapacity due to physical or mental illness, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to Executive or Executive’s legal representative (such Agreement as to acceptability not to be unreasonably withheld). Termination resulting from Disability may only be effected after at least thirty (30) days’ written notice by the Company of its intention to terminate Executive’s employment. In the event that Executive resumes the performance of substantially all of his duties hereunder before the termination of his employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) Good Reason. “**Good Reason**” means the occurrence of one or more of the following events without Executive’s express written consent: (i) the assignment to Executive of any duties or the reduction of Executive’s duties, either of which results in a material diminution in Executive’s position or responsibilities with the Company in effect immediately prior to such assignment, or the removal of Executive from such position and responsibilities, unless Executive is provided with comparable duties, position and responsibilities; provided, however, it being understood that a new position with a larger combined company does not alone constitute “Good Reason” if it is in the same area of operations and involves substantially the same duties and scope of responsibilities and management responsibility notwithstanding that Executive may not retain as senior of a title within the larger combined company as Executive’s prior title; (ii) a material reduction by the Company in the base salary of Executive; provided that, it being understood that a reduction by the Company by five percent (5%) or more in the base salary or bonus opportunity of Executive as in effect immediately prior to such reduction shall be deemed Good Reason within the meaning of this clause (ii); (iii) a material change in the geographic location at which Executive must perform services (for purposes of this Agreement, the relocation of Executive to a facility or a location less than twenty-five (25) miles from Executive’s then-present location shall not be considered a material change in geographic location); (iv) any material breach by the Company of any material provision of this Agreement, or (v) the failure of the Company to obtain the assumption of this Agreement by any successor. Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for “Good Reason” within ninety (90) days of the initial existence of the grounds for “Good Reason” and a reasonable cure period of not less than thirty (30) days following the date of such notice, and Executive’s resignation of employment must occur no later than thirty (30) days following the end of such thirty (30) day cure period.

6. Successors.

(a) The Company’s Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term “Company” will

include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 6(a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

7. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of Executive, mailed notices will be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its President.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason or as a result of a voluntary resignation by Executive will be communicated by a notice of termination to the other party hereto given in accordance with Section 7(a) of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than thirty (30) days after the giving of such notice). The failure by Executive to include in the notice any fact or circumstance which contributes to a showing of Good Reason will not waive any right of Executive hereunder or preclude Executive from asserting such fact or circumstance in enforcing his or her rights hereunder.

8. Term of Agreement. This Agreement will have a term of five (5) years commencing on the Effective Date, which shall not be subject to renewal, unless a Change of Control occurs during such five (5)-year period, in which case this Agreement will continue until all payments and benefits, if any, have been made to Executive.

9. Arbitration. In the event of any dispute or claim relating to or arising out of Executive's employment relationship with the Company or this Agreement, Executive and the Company agree that any and all disputes between Executive and the Company will be fully and finally resolved by binding arbitration in accordance with the arbitration clause set forth in the Confidentiality Agreement, pursuant to which Executive is waiving any and all rights to a jury trial.

10. Miscellaneous Provisions.

(a) Unfunded. Benefits provided under this Agreement are paid from the general assets of the Company, and are not funded.

(b) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(c) Amendment; Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(d) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter described herein, and supersedes the Prior Agreement in its entirety. Executive acknowledges and agrees that this Agreement encompasses all the rights of Executive to any acceleration of Award vesting or severance pay based on termination of employment, and Executive hereby agrees that he or she has no such rights except as stated herein, and Executive agrees that any such rights, whether in an employment agreement, offer letter, stock option agreement, stock option plan, equity award agreement or other agreement, are hereby waived. By executing this Agreement, Executive acknowledges and agrees that Executive has had the opportunity to consult with Executive's own counsel and has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company or any other person other than those contained in writing herein.

(f) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

(g) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(h) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes. By entering into this Agreement, Executive agrees to review with Executive's own tax advisors the federal, state, provincial, local, and foreign tax consequences of this Agreement. Executive will rely solely on such advisors and not on any statements or representations of the Company, or any of its agents. Executive understands that Executive (and not the Company) will be responsible for Executive's own tax liability that may arise as a result of this Agreement, without regard to the amount withheld or reported by the Company to applicable tax authorities.



(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

**COMPANY**

**FORTINET, INC.**

By: /s/ Ken Xie  
Name: Ken Xie  
Title: Chief Executive Officer

**EXECUTIVE**

By: /s/ Keith Jensen  
Name: Keith Jensen

## CERTIFICATION

I, Ken Xie, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Fortinet, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2024

/s/ Ken Xie

Ken Xie

Chief Executive Officer and Chairman  
(Principal Executive Officer)

## CERTIFICATION

I, Keith Jensen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Fortinet, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2024

/s/ Keith Jensen

Keith Jensen

Chief Financial Officer

(Principal Financial Officer)

## CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER

PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Ken Xie, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Fortinet, Inc. for the quarter ended June 30, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and that information contained in this Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Fortinet, Inc.

	By:	<u>/s/ Ken Xie</u>
Date: August 7, 2024	Name:	Ken Xie
	Title:	Chief Executive Officer and Chairman (Principal Executive Officer)

I, Keith Jensen, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Fortinet, Inc. for the quarter ended June 30, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act and that information contained in this Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Fortinet, Inc.

	By:	<u>/s/ Keith Jensen</u>
Date: August 7, 2024	Name:	Keith Jensen
	Title:	Chief Financial Officer (Principal Financial Officer)

This certification is being furnished pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and will not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. This certification will not be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.